

Memorandum



Date: July 7, 2005

Agenda Item No. 8(A)(1)(B)

To: Honorable Joe A. Martinez, Chairman
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: RFP for North/South Retail Concessions Program, RFP No. MDAD-01-04, Packages 1 and 2

RECOMMENDATION

It is recommended that the Board approve the award of a Lease and Concession Agreement ("Agreement") to Westfield Concession Management, Inc. ("Westfield") for Package 1 of the North/South Retail Concession Program and authorize the County Manager to execute the Agreement which shall be substantially the same in substance as the form of agreement included in the Request for Proposals ("RFP"). It is further recommended that the Board authorize the County Manager to exercise any renewal, termination or cancellation provisions therein. It is also recommended that the Board reject, in accordance with the provisions of the RFP that prohibit the award of multiple packages to one firm, the sole proposal received from Westfield in response to the RFP for Package 2. Finally, it is recommended that the Board waive the requirements of Resolution No. R-377-04 pertaining to the effective date of the Agreement.

BACKGROUND

The North/South Retail Concessions Program RFP No. MDAD-01-04 was advertised and issued on December 14, 2004 for qualified firms to propose for the opportunity to finance, design and construct, lease, manage, operate and maintain, reasonably priced qualified retail locations within the North and South Terminals and Concourses at Miami International Airport. The RFP was divided into four packages covering 77 locations. Two large packages, packages 1 and 2 each contain 37 and 36 locations, respectively, with approximately 35,000 square feet. Concepts in each package include News/Books, Fashion Apparel; Gifts Specialty; Jewelry, Watches and Accessories; Entertainment/ Electronics; and Open Concepts. These packages were geared to the large developers and master concessionaires who have the market power to bring in many national brands. Packages 3 and 4 were designed with small business concessionaires in mind, with 2 locations each and 1,732 and 2,060 square feet respectively.

Responses were received from three potential candidates for three of the four packages. Westfield Concession Management, Inc. submitted proposals on Packages 1 and 2. Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy and Miami-To-Go, Inc. submitted proposals on Package 4 (one of the small business packages). No proposals were received for Package 3 (one of the small business packages).

The RFP provided that firms may propose on both large packages (Packages 1 and 2) with the stipulation that only one package may be awarded to that firm. Further, the RFP stipulated that the Selection Committee would evaluate the responses and if a firm submitted proposals on both packages, the Selection Committee would determine the package with the most points and recommend award of that package to the firm.

The Selection Committee met and reviewed all proposals submitted. For Packages 1 and 2, following an evaluation and ranking process the Selection Committee determined that Westfield received more points on Package 1 and recommended Westfield for award on Package 1. In accordance with the RFP provisions that prohibit the award of multiple packages to one firm, the Selection Committee subsequently recommended rejection of the proposal submitted by Westfield on Package 2. For Package 4, following an evaluation and ranking process, the Selection Committee recommended award to Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy. The Package 4 award recommendation is an accompanying item included in today's agenda.

AWARD RECOMMENDATION FOR PACKAGE 1

PROJECT: North/South Retail Concession Program – Package 1

PROJECT NO. RFP No. MDAD-01-04

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Westfield Concession Management, Inc.

TERM OF AGREEMENT: Nine (9) years

OPTION(S) TO RENEW: Two, one-year terms by mutual agreement of the parties

PAYMENTS TO THE COUNTY: The greater of (1) a proposed Minimum Annual Guarantee (MAG) adjusted annually for changes in enplanements plus space rental at the current Class 3 terminal space rental rate, or (2) percentage fees which are calculated as a percentage of gross revenues that is established for each category of concepts. Percentage fees vary from 9% to 16%. The minimum MAG that could be proposed for Packages 1 and 2 was \$1,300,000. There was no minimum MAG for Packages 3 and 4. Proposers for Packages 3 and 4 were to submit a Fixed Fee.

The Minimum Annual Guarantee submitted by Westfield Concession Management, Inc. is as follows:

MAG per Enplanement 13,260,000 x \$0.17 = **\$2,254,200**

2

CONTRACT MEASURES: 30% DBE participation

**CONTRACT MEASURES
ACHIEVED:** 35% DBE participation

DBE SUB-TENANTS: ILJ, Inc. d/b/a Airport Wireless
Bay Area Concessions
CBR, Incorporated
Everything Miami, Inc.
Alicia Sullivan d/b/a Francini Jewelry
Miami To Go
Air Stores, Inc.
Stellar Partners

COMPANY PRINCIPALS:	George Giaquinto, Jr.	Richard Green
	John Shroder	Ken Wong
	Arnold Mayersohn	Dimitri Vazelakis
	Peter Lowy	Roger Porter
	Peter Schwartz	Elizabeth Westman
	Mark Stefanek	Rory Packer
	Susan Furman	Lisa Shelley
	Rahsanna Towns	Sigrid Dugall
	Suzanne Forman	

**GENDER, ETHNICITY &
OWNERSHIP BREAKDOWN:** Westfield Corporation, Inc. – 100%

COMPANY LOCATION: 11601 Wilshire Boulevard
Los Angeles, California

HOW LONG IN BUSINESS: Seven (7) years

**PREVIOUS AGREEMENTS
WITH THE COUNTY WITHIN
THE PAST FIVE (5) YEARS:** One agreement for the Central Terminal Retail Program

ADVERTISEMENT DATE: December 14, 2004

LIVING WAGE: Not Applicable

STAFF PROJECT MANAGER: Manager, Commercial Operations, Patricia Ryan

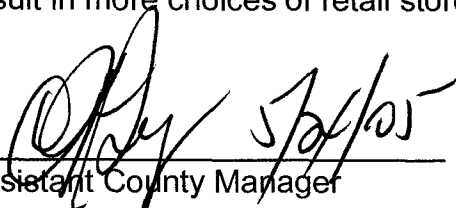
USING DEPARTMENT: Miami-Dade Aviation Department

REJECTION RECOMMENDATION FOR PACKAGE 2

As indicated in the Background section above, the Selection Committee recommended that the proposal for Package 2 be rejected pursuant to the terms outlined in the RFP and that Package Three not be awarded since no proposals were received on that package. Package 1 was recommended for award because the ratings by the Selection Committee for Package 1 were higher than those for Package 2. For the reasons discussed below the Aviation Department believes that it is important for competition among concessionaires as contemplated by the RFP be maintained. Further as explained below, given the phasing of occupancy into the South Terminal, passenger service will not suffer with the delayed implementation of a portion of the locations.

The South Terminal will be opening in the spring of 2006 with concessions needed at that time. However, with continued construction in the apron areas around the South Terminal, there will be a phased relocation of airlines into the South Terminal. Therefore, while it is imperative that retail concessions be available upon the opening of the facility, not all retail stores are required to be open at that time. The locations in Package 1 provide sufficient retail for the initial opening. The new Supplemental North/South Retail Concession Program will follow to complete the concession program in the South Terminal prior to the full occupancy of the South Terminal.

The Aviation Department believes it is important to maintain the objectives contemplated in the RFP by recommending only one package be awarded to a single concessionaire. The presence of multiple concessionaires provides important competition which promotes higher quality of product and reasonableness of price. The competition also promotes a greater diversity of the brands that will be offered throughout the airport, as national developers typically have alliances with certain brands. The approach to encourage smaller packages for more competition maximizes the number of concessionaires that can participate and should result in more choices of retail stores.


Assistant County Manager

**APPROVED FOR LEGAL
SUFFICIENCY:**


Assistant County Attorney



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
07-07-05

RESOLUTION NO. _____

RESOLUTION AWARDDING THE NORTH/SOUTH RETAIL CONCESSIONS CONTRACT AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD-01-04, TO WESTFIELD MANAGEMENT COMPANY, INC. FOR PACKAGE ONE; AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT AND TERMINATION PROVISIONS CONTAINED THEREIN; REJECTING THE PROPOSAL FOR PACKAGE 2; WAIVING REQUIREMENTS OF RESOLUTION NO. R-377-04

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards to Westfield Management Company, Inc. the North/South Retail Concession Contract at Miami-International Airport, RFP No. MDAD-01-04 for Package One as described in the Request for Proposal and in the accompanying memorandum for a nine (9) year term, with two (2) options to extend the term for one (1) year upon agreement of the Aviation Department and Westfield Management Company, Inc., for a minimum annual guarantee of \$2,254,200, as set forth in the attached memorandum from the County Manager; this Board authorizes the County Manager or designee to execute the contract between Miami-Dade County and Westfield Management Company, Inc., in substantially the substance in the form attached hereto and made a part hereof, and to exercise the termination provisions contained therein. The

proposal received by Westfield for Package 2 of the RFP is rejected. Upon the recommendation in writing of the County Manager, the requirements of Resolution No. R-377-04 are hereby waived pursuant to Section 4 of said resolution.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebecca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *RW*

Roy Wood

Memorandum



Date:

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee MDAD RFP North/South Retail Concessions Program
RFP No. MDAD-01-04

With reference to your report of May 24, 2005 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby approve the selection of the following firms in the following order of preference for Lease and Concession Agreements for the above-referenced services:

Package 1 - Westfield Concession Management, Inc.

Package 4 - Miami International Airport Pharmacy d/b/a Terminal
Rexall Pharmacy

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the North/South Retail Concessions Program Lease and Concession Agreement for the Miami-Dade Aviation Department with the top ranked firms listed above:

Steven C. Baker, MDAD, Chairperson
Patricia Ryan, MDAD
Sheri McGriff, DBD

The Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement to this Office no later than 60 days from the date of this memorandum. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager including the below listed information:

1. A general description of the services.
2. The total Minimum Annual Guarantee (MAG) and source of funding for the services.
3. A brief description of the selection process.
4. The completion dates of the services.

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Negotiation Committee
RFP for North/South Retail Concessions Program
for the Miami-Dade Aviation Department
Page 2 of 2

If a satisfactory agreement cannot be reached with the firm within the 60 day period, a report is to be prepared fully explaining all problems resulting from the negotiations. The final agreement and report should be sent to this Office.

Attachments

- c: Clerk of the Board of County Commissioners
EVALUATION / SELECTION COMMITTEE
Lenora Allen-Johnson, Chairperson, MDAD (Non-voting)
Steven C. Baker, MDAD
Patricia Ryan, MDAD
Diane Vercelli, Tampa International Airport/Aviation Authority
Stephen Sonnabend, Sonesta Beach Hotel Resort
Isabel Padron, MDT
Jerry Hall, GSA
Sheri McGriff, DBD

Memorandum



Date: May 24, 2005

To: Kay Sullivan, Director
Clerk of the Board

From: Lenora Allen-Johnson, Chairperson
Evaluation Selection Committee
Miami-Dade Aviation Department

A handwritten signature in black ink, appearing to read "Lenora", written over the "From:" field.

Subject: Request for Proposals for the Non-Exclusive North/South Retail Concessions
Program at Miami International Airport
RFP No. MDAD-01-04

Please take the necessary action to have the attached report placed in the public records in accordance with the requirements of Administrative Order 3-38.

Your assistance in this matter is greatly appreciated.

If you have any questions, please let me know.

Thanks.

Attachment

Memorandum



Date:

To: George M. Burgess
County Manager

From: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report- Miami-Dade Aviation Department
Request For Proposals for North/South Retail Concessions Program
RFP No. MDAD-01-04

As authorized by Administrative Order 3-38 and your memorandum dated March 7, 2005, the designated Evaluation Selection Committee (Committee) met and conducted the selection process for the subject project on May 23, 2005 for both the prescreening and public hearing meetings. This process was conducted in accordance with the procedure specified by the Request for Proposals (RFP) as described in the attached summary minutes. The advertisement for the subject project was for four (4) packages. However, only three firms responded as follows: Westfield Concession Management, Inc., (Packages 1 and 2), Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy (Package 4), Miami To Go, Inc. (Package 4).

In that no responses were received for Package 3, and Westfield Concession Management, Inc. can only receive an award for one (1) package, two packages will be readvertised.

PRESCREENING MEETING OF MAY 23, 2005 (9:00 AM)

As announced in the Metro Calendar and the "Daily Business Review", the Committee met on May 23, 2005 at the Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room F, Miami, Florida and undertook a review of the proposals submitted by the following three (3) proposers that responded to the public notice: Westfield Concession Management, Inc., (Packages 1 and 2), Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy (Package 4), Miami To Go, Inc. (Package 4).

During the course of the meeting, the Committee was informed that the County Attorney's office found the three (3) responding firms responsive contingent on the following firms providing missing documentation: Westfield Concession Management, Inc. and Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy before the scheduled prescreening meeting. The missing documentation was received on time. The Committee then undertook a review of the proposals and found the three (3) proposers responsible.

Mr. George M. Burgess
Evaluation/Selection Committee Report-MDAD
Request for Proposals for North/South Retail Concession Program
RFP No. MDAD-01-04
2 of 2

PUBLIC HEARING MEETING OF MAY 23, 2005 (11:00 AM)

As advertised in the Metro Calendar and the "Daily Business Review", a Committee meeting was held on May 23, 2005 at the Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room F, Miami, Florida. At this meeting, the Committee heard oral presentations from Westfield Concession Management, Inc. (Packages 1 and 2), Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy (Package 4), Miami To Go, Inc. (Package 4), in that order.

Representatives from the proposers made a 40-minute presentation and had 20 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms and the Committee undertook an evaluation and ranking process of the technical points based on the proposal submissions and oral presentations. Following the ranking of the technical points, and as provided in the Request for Proposal, the sealed price envelopes were opened and read aloud. MDAD staff then proceeded to apply the formula provided for the calculation of the price score as defined in the RFP to determine the price score. Staff then proceeded to calculate the overall ranking. The overall ranking consisted of the technical points and price scores. The firms were subsequently ranked according to the overall ranking. The Committee recommended that the name of the first ranked firm by package be forwarded to the County Manager for approval and authorization to negotiate as follows:

1. Westfield Concessions Management, Inc., Package 1
2. Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy, Package 4

As the RFP provisions prohibit the award of multiple packages to one firm, the Committee recommended rejection of the sole proposal received from Westfield Concessions Management, Inc. in response to Package 2 of the RFP.

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Prescreening
2. Summary Minutes of the Public Hearing

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Lenora Allen-Johnson, Chairperson, MDAD (non-voting)
Steven C. Baker, MDAD
Patricia Ryan, MDAD
Diane Vercelli, Tampa International Airport/Aviation Authority
Stephen Sonnabend, Sonesta Beach Hotel Resort
Isabel Padron, MDT
Jerry Hall, GSA
Sheri McGriff, DBD

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MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT

RFP NO. MDAD-01-04

SUMMARY MINUTES
OF PRESCREENING MINUTES
MONDAY, MAY 23, 2005

As authorized by the County Manager's memorandum dated March 7, 2005, the individuals listed below met on Monday, May 23, 2005, at the Miami-Dade Aviation Department (MDAD), Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room F, Miami, Florida, to review the materials submitted by three (3) proposers in response to the public notice for packages regarding the subject Request for Proposals (RFP) as follows:

- Westfield Concession Management on Packages 1 and 2,
- Miami International Airport Pharmacy, d/b/a Terminal Rexall Pharmacy on Package 4.
- Miami To Go on Package 4.

EVALUATION SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Steven Baker, MDAD
Dr. Patricia Ryan, MDAD
Jerry Hall, GSA
Diane Vercelli, Tampa International Airport
Stephen Sonnabend, Sonesta Beach Hotel
Sheri McGriff, DBD
Isabel Padron, MDT

SUPPORT STAFF

Roy Wood, CAO
Marie Clark-Vincent, MDAD
Sherri Ransom-Johnson, MDAD
AnaMaria Saks, MDAD
Howard Gregory, MDAD

Ms. Lenora Allen-Johnson, Contracting Officer, opened the meeting by presenting the Evaluation/Selection Committee (Committee) with an overview of the process, as well as the required services, as advertised. The Committee members were provided copies of the proposals and were requested to review the proposals prior to today's meeting.

The Committee was then reminded of their responsibilities as Committee members pursuant to the County Manager's memo dated March 7, 2005 and the RFP.

The Committee was further advised that the three responding Proposers were found responsive by the County Attorney's Office.

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Ms. Lenora Allen-Johnson advised the Committee that there was a contract measure of 30% Disadvantaged Business Enterprise (DBE) goal established for this project on Packages 1 and 2 only. Howard Gregory, MDAD Minority Affairs, advised the Committee that Westfield was in compliance with the DBE requirements on both, Packages 1 and 2..

Ms. Lenora Allen-Johnson advised the Committee as to the financial components required by the RFP, that all Proposers were found by the Department's Finance and Professional Compliance Divisions to be in compliance with the requirements of the RFP.

Ms. Allen-Johnson then requested the Committee to review the reference checks performed by MDAD.

Dr. Patricia Ryan provided further clarification of the scope of services for the North/South Retail Concessions Program.

Ms. Lenora Allen-Johnson then directed the Committee's attention to the submitted proposals. The Committee members were advised that it was their responsibility to determine whether each of the three (3) responding Proposers were responsible and met the minimum qualifications requirements as set forth in the RFP. The Committee members proceeded to review the proposals as it relates to responsibility and minimum qualification requirements.

The Committee proceeded with the following action:

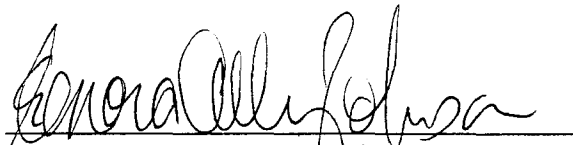
Moved: Sheri McGriff

Motion: The Committee determined that the three (3) responding Proposers were responsible.

Seconded: Jerry Hall

Action: Unanimously adopted

The Committee members then proceeded to hear oral presentations scheduled to begin on the same day at 11:00 a.m. with forty (40) minutes for oral presentation and twenty (20) minutes for questions.



Lenora Allen-Johnson
Chairperson

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT

RFP NO. MDAD-01-04

SUMMARY MINUTES OF PUBLIC HEARING
MONDAY, MAY 23, 2005

The following Evaluation/Selection Committee members met on May 23, 2005 at the Miami-Dade Aviation Department, Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room "F" to hear presentations from interested proposers and conclude the Committee selection of a firm for the RFP for the Non-Exclusive North/South Retail Concessions Program at Miami International Airport project:

EVALUATION SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
 Steven Baker, MDAD
 Dr. Patricia Ryan, MDAD
 Jerry Hall, GSA
 Diane Vercelli, Tampa International Airport
 Stephen Sonnabend, Sonesta Beach Hotel
 Sheri McGriff, DBD
 Isabel Padron, MDT

SUPPORT STAFF

Roy Wood, CAO
 Marie Clark-Vincent, MDAD
 Sherri Ransom-Johnson, MDAD
 AnaMaria Saks, MDAD
 Howard Gregory, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the public meeting for Packages 1, 2, and 4 respectively, with the introduction of the Selection Committee (Committee) members and followed with oral presentations from the proposers listed below.

FIRMS	SPEAKERS
Westfield Concession Management (Package 1)	George Giaquinto
	Kelly Price
	Aloha Marcano
	Chirstine Jackson
	Raul Oliva
	Richard Weber

FIRMS	SPEAKERS
Westfield Concession Management (Package 2)	George Giaquinto
	Kelly Price
	Aloha Marciano
	Chirstine Jackson
	Raul Oliva
	Richard Weber
Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy (Package 4)	Salomon Turner
	Rosa Turner
	Jim Nordlund
Miami To Go, Inc. (Package 4)	Carole Ann Taylor
	Roberta Dixon
Little Havana To Go	Maria del Carmen Carrera
Little Havana To Go	Jaesyn Mixon
Diaspora Vibe Galley	Rosie Gordon Wallace
Diaspora Vibe Galley	Melissa Moonvec
Trans World	Ines Cortes
Rachlin Cohen Holtz	Don Butler
Rachlin Cohen Holtz	Richard Hollowell

All of the above listed proposers representatives registered as lobbyists specifically for this oral presentation pursuant to the requirements of Section 2-11. 1 (s) of the Miami-Dade County Code.

The Committee members proceeded to discuss the qualifications of each firm in relation to the required services, taking into consideration the weighted evaluation factors identified in the RFP for the respective package.

During oral presentations, the Committee members received clarification from the Proposers in detail regarding the information contained in their submittal packages. The ranking process consisted of two (2) parts as follows: Technical Proposal (Part A) and after the ranking of Part A, Technical Proposal (max of 750 points) per Committee member, the Committee proceeded to Part B, Minimum Annual Guarantee Proposal maximum points (maximum of 250 points) per Committee member.

The Committee then proceeded to individually rank the proposers in their order of preference as shown on the attached tabulation sheet for Packages 1, 2, and 4, in that order. Westfield Concession Management, Inc. proposed for Packages 1 and 2. However, the language contained in the RFP states that "If the highest ranked responsive/responsible Proposer for one package is the same as the highest ranked responsive/responsible proposer for another, then the Committee will recommend to the County Manager that a Contract be negotiated with that Proposer for the package upon which that Proposer receives the most points." Therefore, because Westfield submitted the highest price for Package 1, the following action was taken:

Moved: Steven Baker

Motion: To recommend Westfield Concession Management, Inc. to the County Manager for the negotiation of a Lease and Concession Agreement for Package 1.

Seconded: Sheri McGriff

Action: Unanimously adopted

The Committee then proceeded with the following action for Package 2:

Moved: Steven Baker

Motion: To reject Package 2 for Westfield Concession Management, Inc. in that the RFP prohibits the awarding of multiple packages to one proposer.

Seconded: Sheri McGriff

Action: Unanimously adopted

The Committee then proceeded to individually rate and rank the proposers in their order of preference as shown on the attached tabulation sheet for Package 4, and after the scores were tabulated, the sealed MAG price forms were opened for Miami International Airport Pharmacy d/b/a Terminal Rexall Pharmacy and Miami To Go, Inc. and read aloud. However, due to a discrepancy between the Committee of whether the price submitted on the MAG price form for Miami To Go, Inc. was \$76,441 or \$7,644, the County Attorney, the Committee, and staff undertook a careful review of the MAG price form and determined that the price submitted on the form was \$7,644. The following action was taken for Miami To Go, Inc.:

Moved: Jerry Hall

Motion: The Committee then took a motion to recognize the price provided on the MAG price form as \$7,644.

Seconded: Diane Vercelli

Action: Unanimously adopted

After the above determination was made, the Committee proceeded to rate and rank the firms for Package 4 considering the technical scores and price and concluded the following action:

Moved: Jerry Hall

Motion: To recommend Miami International Airport Pharmacy, d/b/a Terminal Rexall Pharmacy to the County Manager for the negotiation of a Lease and Concession Agreement for Package 4.

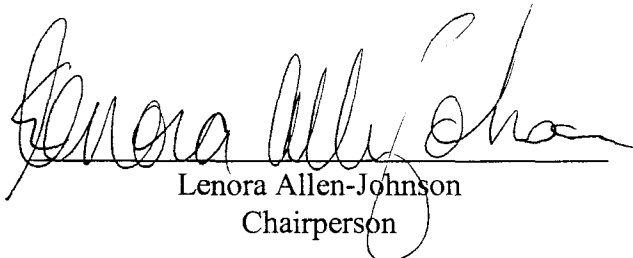
Seconded: Diane Vercelli

Action: Unanimously adopted

The following is the negotiation committee recommended by the Selection Committee:

- Steven Baker
- Patricia Ryan
- Sheri McGriff

The North/South Retail Concessions Program project has a 30% DBE goal for Packages 1 and 2, and no DBE goal for Package 4. The Committee considered the selection criteria stipulated in the Request for Proposal in formulating its recommendation of the best qualified proposers to provide the desired services for the RFP as provided herein.


Lenora Allen-Johnson
Chairperson

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM AT
MIAMI INTERNATIONAL AIRPORT
RFP NO. MDAD-01-04
OVERALL RESULTS (PACKAGES 1 AND 2)
23-May-05

FIRM	SCORE INDIVIDUAL EVALUATORS							(A) TOTAL TECH POINTS	(B) RANK BASED ON TECH.	(C) PRICE (MAG)	(D) POINTS BASED ON PRICE (MAG)	(E) RANK BASED ON PRICE	(A+D) ADJ. SCORE	OVERALL COMB. ADJ. RANKING
	1	2	3	4	5	6	7							
Westffel Concession Management, Inc., Package 1	675	615	750	740	645	645	685	4755	1	\$2,254,200	1750	1	6505	1
Westffel Concession Management, Inc., Package 2	600	540	730	700	630	595	675	4470	1	\$2,055,300	1750	1	6220	1

EVALUATORS

Lenora Allen-Johnson, MDAD (Chairperson) NON-VOTING
1. Steven C. Baker, MDAD
2. Patricia Ryan, MDAD
3. Diane Vercelli, Tampa International Airport/Aviation Authority
4. Stephen Sonnabend, Sonesta Beach Hotel Resort
5. Isabel Padron, MDT
6. Jerry Hall, GSA
7. Sherri Mc.Giff, DBD

*Refer to Section 9, Subsection V
formula as listed in this Section of the RFP

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM AT
MIAMI INTERNATIONAL AIRPORT
RFP NO. MDAD-01-04
OVERALL RESULTS (PACKAGE 4)
23-May-05

FIRM	SCORE INDIVIDUAL EVALUATORS							(A)	(B)	(C)	(D)	(E)	(A+D)	OVERALL COMM. ADJ. RANKING
	1	2	3	4	5	6	7							
Miami International Airport Pharmacy, d/b/a Terminal Rexall Pharmacy	610	640	675	535	675	575	680	4390	2	\$270,000.00	1750	1	6140	1
Miami To Go	705	675	685	615	695	620	675	4670	1	\$7,644.00	49	2	4719	2

EVALUATORS

Lenora Allen-Johnson, MDAD (Chairperson)	NON-VOTING
1. Steven C. Baker, MDAD	
2. Patricia Ryan, MDAD	
3. Diane Vercelll, Tampa International Airport/Aviation Authority	
4. Stephen Sonnabend, Sonesta Beach Hotel Resort	
5. Isabel Padron, MDT	
6. Jerry Hall, GSA	
7. Sherril Mc Griff, DBD	

*Refer to Section 9, Subsection V
formula as listed in this Section of the RFP

ATTACHMENT B
MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSAL FOR NON-EXCLUSIVE NORTH/SOUTH
RETAIL CONCESSIONS PROGRAM AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-01-04

MAY 23, 2005

MINIMUM ANNUAL GURANTEE PROPOSAL EVALUATION

(PACKAGES 1 AND 2)

Example Score: (Proposer proposed MAG ÷ Highest proposed MAG) x 250 (Total Points for MAG) = MAG Score
 (The 250 points were multiplied x 7 representing each committee member present at the public hearing meeting)

**Westfield Concession
 Management, Inc.**

(Package 1)

$$\frac{\$2,254,200}{\text{(Proposer Proposed MAG)}} \div \frac{\$2,254,200}{\text{(Highest proposed MAG)}} = \frac{1}{1} \times \frac{1750}{\text{Total Points for MAG}} = \frac{1750}{\text{MAG Score}}$$

**Westfield Concession
 Management, Inc.**

(Package 2)

$$\frac{\$2,055,300}{\text{(Proposer Proposed MAG)}} \div \frac{\$2,055,300}{\text{(Highest proposed MAG)}} = \frac{1}{1} \times \frac{1750}{\text{Total Points for MAG}} = \frac{1750}{\text{MAG Score}}$$

ATTACHMENT B
 MIAMI-DADE AVIATION DEPARTMENT
 REQUEST FOR PROPOSAL FOR NON-EXCLUSIVE NORTH/SOUTH
 RETAIL CONCESSIONS PROGRAM AT MIAMI INTERNATIONAL AIRPORT
 RFP-MDAD-01-04
 MAY 23, 2005
 MINIMUM ANNUAL GUARANTEE PROPOSAL EVALUATION
 (PACKAGE 4)

Example Score: (Proposer proposed MAG ÷ Highest proposed MAG) x 250 (Total Points for MAG) = MAG Score
 (The 250 points were multiplied x 7 representing each committee member present at the public hearing meeting)

Miami International Airport
 Pharmacy d/b/a Terminal
 Rexall Pharmacy
 (Package 4)

$$\frac{\$270,000}{\text{(Proposer Proposed MAG)}} \div \frac{\$270,000}{\text{(Highest proposed MAG)}} = \frac{1}{1} \times \frac{1750}{\text{Total Points for MAG}} = \frac{1750}{\text{MAG Score}}$$

Miami To Go, Inc.
 (Package 4)

$$\frac{\$7,644}{\text{(Proposer Proposed MAG)}} \div \frac{\$270,000}{\text{(Highest proposed MAG)}} = \frac{.0283}{.0283} \times \frac{1750}{\text{Total Points for MAG}} = \frac{49}{\text{MAG Score}}$$

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-01-04

23-May-05

WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: STEVEN BAKER

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	125
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	175
Leasing/Subleasing Plan	100
POINTS ASSIGNED	100
DBE Plan	100
POINTS ASSIGNED	100
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	125
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: STEVEN BAKER

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	125
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	175
Leasing/Subleasing Plan	100
POINTS ASSIGNED	50
DBE Plan	100
POINTS ASSIGNED	75
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	125
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	600

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
RFP-MDAD-01-04
23-May-05**

**MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: STEVEN BAKER**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	75
Experience and Qualifications	200
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	225
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	160
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	610

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**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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23-May-05**

**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: STEVEN BAKER**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	75
Experience and Qualifications	200
POINTS ASSIGNED	200
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	250
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	180
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	705

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: PATRICIA RYAN

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	40
Experience and Qualifications	150
POINTS ASSIGNED	125
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	150
Leasing/Subleasing Plan	100
POINTS ASSIGNED	75
DBE Plan	100
POINTS ASSIGNED	100
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	125
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	615

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: PATRICIA RYAN

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	40
Experience and Qualifications	150
POINTS ASSIGNED	125
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	125
Leasing/Subleasing Plan	100
POINTS ASSIGNED	50
DBE Plan	100
POINTS ASSIGNED	75
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	125
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	540

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**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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23-May-05**

**MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: PATRICIA RYAN**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	65
Experience and Qualifications	200
POINTS ASSIGNED	175
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	225
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	175
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	640

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**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: PATRICIA RYAN**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	70
Experience and Qualifications	200
POINTS ASSIGNED	175
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	255
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	175
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: ISABEL PADRON

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	40
Experience and Qualifications	150
POINTS ASSIGNED	140
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	170
Leasing/Subleasing Plan	100
POINTS ASSIGNED	75
DBE Plan	100
POINTS ASSIGNED	90
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	645

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: ISABEL PADRON

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	40
Experience and Qualifications	150
POINTS ASSIGNED	140
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	170
Leasing/Subleasing Plan	100
POINTS ASSIGNED	70
DBE Plan	100
POINTS ASSIGNED	80
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	630

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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**MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: ISABEL PADRON**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	60
Experience and Qualifications	200
POINTS ASSIGNED	190
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	260
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	165
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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23-May-05**

**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: ISABEL PADRON**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	60
Experience and Qualifications	200
POINTS ASSIGNED	180
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	270
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	185
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	695

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: JERRY HALL

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	45
Experience and Qualifications	150
POINTS ASSIGNED	130
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	170
Leasing/Subleasing Plan	100
POINTS ASSIGNED	90
DBE Plan	100
POINTS ASSIGNED	80
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	645

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: JERRY HALL

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	45
Experience and Qualifications	150
POINTS ASSIGNED	130
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	165
Leasing/Subleasing Plan	100
POINTS ASSIGNED	75
DBE Plan	100
POINTS ASSIGNED	50
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	595

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: JERRY HALL

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	50
Experience and Qualifications	200
POINTS ASSIGNED	165
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	210
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	575

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: JERRY HALL**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	65
Experience and Qualifications	200
POINTS ASSIGNED	180
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	225
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	620

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: DIANE VERCELLI

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	200
Leasing/Subleasing Plan	100
POINTS ASSIGNED	100
DBE Plan	100
POINTS ASSIGNED	100
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	750

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: DIANE VERCELLI

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	200
Leasing/Subleasing Plan	100
POINTS ASSIGNED	90
DBE Plan	100
POINTS ASSIGNED	90
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	730

**REQUEST FOR PROPOSAL
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AT MIAMI INTERNATIONAL AIRPORT
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**MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: DIANE VERCELLI**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	70
Experience and Qualifications	200
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	260
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	195
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: DIANE VERCELLI**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	65
Experience and Qualifications	200
POINTS ASSIGNED	160
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	270
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	190
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	685

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
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CONCESSIONS PROGRAM**

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: STEPHEN SONNABEND

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	200
Leasing/Subleasing Plan	100
POINTS ASSIGNED	100
DBE Plan	100
POINTS ASSIGNED	90
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	740

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
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AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: STEPHEN SONNABEND

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	50
Experience and Qualifications	150
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	175
Leasing/Subleasing Plan	100
POINTS ASSIGNED	100
DBE Plan	100
POINTS ASSIGNED	75
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	150
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	700

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
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23-May-05**

**MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: STEPHEN SONNABEND**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	60
Experience and Qualifications	200
POINTS ASSIGNED	150
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	200
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	125
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	535

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
RFP-MDAD-01-04
23-May-05**

**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: STEPHEN SONNABEND**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	50
Experience and Qualifications	200
POINTS ASSIGNED	140
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	250
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	175
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	615

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 1

EVALUATOR: SHERI McGRIFF

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	45
Experience and Qualifications	150
POINTS ASSIGNED	130
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	190
Leasing/Subleasing Plan	100
POINTS ASSIGNED	90
DBE Plan	100
POINTS ASSIGNED	100
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	685

MIAMI-DADE AVIATION DEPARTMENT

**REQUEST FOR PROPOSAL NON-
EXCLUSIVE NORTH/SOUTH RETAIL
CONCESSIONS PROGRAM**

AT MIAMI INTERNATIONAL AIRPORT

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WESTFIELD CONCESSION MANAGEMENT, INC.

PACKAGE NO. 2

EVALUATOR: SHERI McGRIFF

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	45
Experience and Qualifications	150
POINTS ASSIGNED	130
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	190
Leasing/Subleasing Plan	100
POINTS ASSIGNED	90
DBE Plan	100
POINTS ASSIGNED	90
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	150
POINTS ASSIGNED	130
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
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MIAMI INTERNATIONAL AIRPORT PHARMACY, D/B/A
TERMINAL REXALL PHARMACY
PACKAGE NO. 4
EVALUATOR: SHERI McGRIFF

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	70
Experience and Qualifications	200
POINTS ASSIGNED	175
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	260
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	175
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	680

**REQUEST FOR PROPOSAL
NON-EXCLUSIVE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT MIAMI INTERNATIONAL AIRPORT
RFP-MDAD-01-04
23-May-05**

**MIAMI-TO-GO, INC.
PACKAGE NO. 4
EVALUATOR: SHERI McGRIFF**

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	75
POINTS ASSIGNED	70
Experience and Qualifications	200
POINTS ASSIGNED	175
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	275
POINTS ASSIGNED	250
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	180
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	675

Memorandum



Date: May 10, 2005

05 MAY 16 AM 9:22

To: Lenora Allen-Johnson
Contracts Administration Division
Aviation Department

From: Roy Wood
Assistant County Attorney

A handwritten signature in cursive script, appearing to read "Roy Wood".

Subject: RFP No. MDAD-01-04 North/South Retail Concessions
Responsiveness Opinion

We have been requested to furnish a responsiveness opinion as to the responses submitted to the subject Invitation to Bid (ITB). The furnishing of such opinions is a function of this office. See Section 2-8.4(a) of the Code of Miami-Dade County. Questions of responsiveness are to be distinguished from questions of responsibility in the evaluation of such responses. See and compare 64 Am. Jur. 2d Public Works and Contracts §57 text at nn.3-5; 64 Am. Jur. 2d, supra, §69 text at nn. 2, 4. See also 10 McQuillin, Municipal Corporations §29.73. Florida law is consistent with these authorities and recognizes the discretion of the public agency in determining whether the bidder is responsible upon consideration of factors such as, inter-alia, skill and experience. See 43 Fla. Jur. 2d Public Works and Contracts, §24.

The issue of responsiveness deals with whether the bidder has furnished the documents or information required by the invitation to bid. Omissions or departures from such requirements may be waived or cured by late submission where the effect of such waiver or cure will not deprive the county of the assurance that the contract will be performed according to specifications, and the waiver or cure will not adversely affect the competitive process. See Robinson Electric Co., Inc. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3 DCA 1982); 10 McQuillin Municipal Corporations §§29.65, 29.68 n.3.

Three firms submitted proposals: Westfield, Miami To Go, and Miami International Airport Pharmacy d/b/a Terminal Rexal Pharmacy (Bijoux Turner). Westfield proposed on packages 1 and 2, and the remaining two firms proposed on package 4. I have relied on the inventories which you prepared and on telephone conversations with you, Ray Diaz and Betty Ortiz-Valdes.

Bijoux Turner did not submit a Lobbyist Registration Form. This can be cured by late submission within a reasonable time, in accordance with the principles set forth in Robinson Electric Co. and McQuillin. The contracting Officer must determine the period of time that is reasonable, and I would suggest that it should be prior to the Selection Committee meeting.

Westfield has not furnished all of the required information with respect to the qualifications of their sub-tenants. This can be cured by late submission under the reasoning and procedures stated above.

With respect to other indicated omissions, we have determined that either the information can be found in other parts of the proposal, that the furnishing of the information was optional or not required

Lenora Allen-Johnson
May 10, 2005
Page No. 2

as a condition of responsiveness, or that the furnishing of certain information is a condition of contract award and not required at the time of proposal submission.

In summation, the proposals are responsive if cured as stated above, and subject to compliance with the requirements of the Minority Affairs division.

Memorandum



Date: May 20, 2005

To: Lenora Allen-Johnson
Contracts Administration Division
Aviation Department

From: Roy Wood *R. Wood*
Assistant County Attorney

Subject: RFP No. MDAD-01-04 North/South Retail Concessions

~~Based upon the late submittals from Westfield and Miami International Airport Pharmacy~~
(Bijoux Turner) which you forwarded to me on 5/19/2005 and on 5/20/2005, I conclude that those firms are responsive, for the reasons stated in my memorandum to you dated 10 May 2005. Miami To Go is responsive, as well.

Memorandum



Date: May 18, 2005

To: Lenora Allen-Johnson
Sr. Procurement Contracting Officer
Contracts Administration Division

05 MAY 20 PM 3: 27

From: 
Howard Gregory
Acting Associate Aviation Director
Minority Affairs Division

Subject: DBE Compliance Review - North/South Retail Concession Program at MIA
RFP MDAD-01-04, Package No. 1

The Minority Affairs Division has completed its review of the above referenced project for compliance with the Disadvantaged Business Enterprise (DBE) Program as per the requirements of the Code of Federal Regulations (49) CFR Part 23 Concessions. The goal applicable to this Request for Proposal (RFP) is a DBE subcontractor goal of 30% of total gross revenues for the North/South Retail Concession Program at MIA.

The MDAD Contracts Administration Project Manager submitted RFP proposal documents from the one (1) firm proposing for Package No. 1, Westfield Concession Management, Inc., to the Minority Affairs Division for a DBE Compliance review. As per the MDAD County Attorney's Office legal opinion received by Minority Affairs on May 13, 2005, Westfield Concession Management, Inc. was deemed responsive (Attachment 1).

Westfield Concession Management, Inc. (Westfield), submitted the required Schedule of Participation By DBE Firms committing to 35% of total gross revenues for its proposal. However, no DBE Letter(s) of Intent were included in the RFP proposal as is required by Page 2, Section II 1), of Appendix C, Disadvantaged Business Enterprise Participation Plan/Provision.

Minority Affairs met with the MDAD Assistant County Attorney and advised that Westfield did not submit the Letter(s) of Intent (DBE Appendix 2) which confirmed the Schedule of Participation By DBE Firms, although the proposal documents contained equivalent information as the Letter(s) of Intent with the exception of the percentage of the proposal to be performed by each of the DBE Firms. Additionally, the Department of Business Development (DBD) verified that six (6) of the twelve (12) DBE firms had not applied for DBE certification.

The Assistant County Attorney verbally advised us to contact Westfield in writing to provide us with the Letter(s) of Intent with the percentage of the proposal to be performed by each firm and to have Westfield confirm the DBE certification status of the six (6) firms in question (Attachment 2). On May 6, 2005, Westfield submitted the Letter(s) of Intent and stated that it mistakenly submitted its own version of Letter(s) of Intent in Section 9 for the DBEs. They also confirmed that five (5) of the six (6) firms had not applied for DBE certification (Attachment 3).

Lenora Allen-Johnson
DBE Compliance Review
North/South Retail Concession Program at MIA
RFP MDAD-01-04, Package No. 1
May 18, 2005
Page 2

On May 9, 2005 Westfield was advised in writing that in accordance with Appendix C, Disadvantaged Business Enterprise Participation Plan/Provision, Page 5, Section V Substitution of DBE Firms For Those Listed On The Disadvantaged Business Enterprise Participation Plan/Provision, prior to contract award the following must occur (Attachment 4):

Provide a revised Schedule of Participation By DBE Firms (DBE Appendix 1) substituting each of the firms that had not applied for certification and its participation with DBE certified firms and signed Letter(s) of Intent (DBE Appendix 2) for each DBE firm with description of services and percentage of the proposal to be performed by each of the DBE firms. The revised Schedule of Participation By DBE Firms will reflect a total of 35% DBE participation as submitted with Westfield's Request for Proposal (RFP).

Based on the revised Schedule of Participation By DBE Firms and Letter(s) of Intent, Westfield is in compliance with the Disadvantaged Business Enterprise Participation Plan/Provision, as it meets and exceeds the DBE goal of 30% total gross revenues (Attachment 5).

If any of the certified DBE firms listed on the revised Schedule of Participation By DBE Firms and Letter(s) of Intent are found not to be eligible, they must be substituted in accordance with Section V and Section VI of the Disadvantaged Business Enterprise Participation Plan/Provision in the proposal documents. Please note that Minority Affairs staff only reviewed and addressed compliance with the DBE Program.

Should you have any questions or need additional information, please contact me at (305) 876-7971.

Attachments (5)

cc: C. Bonzon, Ph.D., P.E.	P. Ryan
S. Baker	A. Tecele
R. Wood	R. Bruce
S. Warner-Dooley	Project File
M. Clark-Vincent	

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Memorandum



Date: May 18, 2005

To: Lenora Allen-Johnson
Sr. Procurement Contracting Officer
Contracts Administration Division

05 MAY 20 PM 3:28

From: 
Howard Gregory
Acting Associate Aviation Director
Minority Affairs Division

Subject: DBE Compliance Review - North/South Retail Concession Program at MIA
RFP MDAD-01-04, Package No. 2

The Minority Affairs Division has completed its review of the above referenced project for compliance with the Disadvantaged Business Enterprise (DBE) Program as per the requirements of the Code of Federal Regulations (49) CFR Part 23 Concessions. The goal applicable to this Request for Proposal (RFP) is a DBE subcontractor goal of 30% of total gross revenues for the North/South Retail Concession Program at MIA.

The MDAD Contracts Administration Project Manager submitted RFP proposal documents from the one (1) firm proposing for Package No. 2, Westfield Concession Management, Inc., to the Minority Affairs Division for a DBE Compliance review. As per the MDAD County Attorney's Office legal opinion received by Minority Affairs on May 13, 2005, Westfield Concession Management, Inc. was deemed responsive (Attachment 1).

Westfield Concession Management, Inc. (Westfield), submitted the required Schedule of Participation By DBE Firms committing to 30.51% of total gross revenues for its proposal. However, no DBE Letter(s) of Intent were included in the RFP proposal as is required by Page 2, Section II 1), of Appendix C, Disadvantaged Business Enterprise Participation Plan/Provision.

Minority Affairs met with the MDAD Assistant County Attorney and advised that Westfield did not submit the Letter(s) of Intent (DBE Appendix 2) which confirmed the Schedule of Participation By DBE Firms, although the proposal documents contained equivalent information as the Letter(s) of Intent with the exception of the percentage of the proposal to be performed by each of the DBE Firms. Additionally, the Department of Business Development (DBD) verified that three (3) of the nine (9) DBE firms had not applied for DBE certification.

The Assistant County Attorney verbally advised us to contact Westfield in writing to provide us with the Letter(s) of Intent with the percentage of the proposal to be performed by each firm and to have Westfield confirm the DBE certification status of the three (3) firms in question (Attachment 2). On May 6, 2005, Westfield submitted the Letter(s) of Intent and stated that it mistakenly submitted its own version of Letter(s) of Intent in Section 9 for the DBEs. They also confirmed that three (3) of the nine (9) firms had not applied for DBE certification (Attachment 3).

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Lenora Allen-Johnson
DBE Compliance Review
North/South Retail Concession Program at MIA
RFP MDAD-01-04, Package No. 2
May 18, 2005
Page 2

On May 9, 2005 Westfield was advised in writing that in accordance with Appendix C, Disadvantaged Business Enterprise Participation Plan/Provision, Page 5, Section V Substitution of DBE Firms For Those Listed On The Disadvantaged Business Enterprise Participation Plan/Provision, prior to contract award the following must occur (Attachment 4):

~~Provide a revised Schedule of Participation By DBE Firms (DBE Appendix 1)~~ substituting each of the firms that had not applied for certification and its participation with DBE certified firms and signed Letter(s) of Intent (DBE Appendix 2) for each DBE firm with description of services and percentage of the proposal to be performed by each of the DBE firms. The revised Schedule of Participation By DBE Firms will reflect a total of 30.51% DBE participation as submitted with Westfield's Request for Proposal (RFP).

Based on the revised Schedule of Participation By DBE Firms (DBE Appendix 1) and Letter(s) of Intent (DBE Appendix 2), Westfield is in compliance with the Disadvantaged Business Enterprise Participation Plan/Provision, as it meets and exceeds the DBE goal of 30% total gross revenues (Attachment 5).

If any of the certified DBE firms listed on the revised Schedule of Participation By DBE Firms and Letter(s) of Intent are found not to be eligible, they must be substituted in accordance with Section V and Section VI Of the Disadvantaged Business Enterprise Participation Plan/Provision in the proposal documents. Please note that Minority Affairs staff only reviewed and addressed compliance with the DBE Program.

Should you have any questions or need additional information, please contact me at (305) 876-7971.

Attachments (5)

cc: C. Bonzon, Ph.D., P.E.	P. Ryan
S. Baker	A. Tecle
R. Wood	R. Bruce
S. Warner-Dooley	Project File
M. Clark-Vincent	

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MEMORANDUM

107.07-17A METRO-DADE/GSA-MAT MGT

TO: Lenora Allen – Johnson
Procurement Contracts Administration

DATE: May 19, 2005

SUBJECT: Financial capability analysis,
RFP MDAD 01-04

FROM: Roberto Beaz, Accountant III,
Finance

The Finance and Professional Compliance Divisions have reviewed the information submitted by the following proposers in response to RFP 01-04 Non-exclusive North/South Retail Concession Program at MIA.

<u>Proposer</u>	<u>Document Submitted</u>	<u>Years</u>
Westfield Concessions Management	Audited Financial Statements	2
Miami International Airport Pharmacy	Compiled Financial Statements	2
	Audited Financial Statements for Bijoux Turner Partnership	2
Miami-to-go	Form 1120S	2

Anne Syrcle Lee and I will be pleased to answer any questions on the financial information when the Committee convenes.

If you have questions, please call either of us.

Concur:

Anne Syrcle Lee
Associate Aviation Director, Professional Compliance

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 1 OF 14

NAME OF PROPOSER:	Westfield Concession Management, Inc.
ADDRESS:	11601 Wilshire Blvd., 11th floor, Los Angeles, CA 90025-1748
PHONE/FAX NO.:	973-648-0600 / 973-648-0505
E-MAIL ADDRESS:	ggiaquinto@westfield.com
CONTACT PERSON:	George Giaquinto, Jr.
PACKAGE NO.	One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
MINIMUM QUALIFICATIONS (PACKAGES ONE AND TWO):		
PROPOSER'S CHECKLIST	Y	
1. PROPOSER'S QUALIFICATIONS a. Five (5) years continuous experience within the last eight (8) years in each of the following capabilities: financing, designing and construction, leasing, managing, and maintaining multi-tenant retail locations in an airport, transportation center, retail shopping center or marketplace generating at least an aggregate of \$5 million in annual gross sales for such retail Locations. Proposers who wish to operate and not Sub-Lease Locations within the package on which they are proposing must demonstrate five (5) years of continuous experience within the last eight (8) years in operating those retail Locations described above.	Y	Refer to Section Appendix A, Exhibit 5 & 6 and Section 7, Pages 7 -16
b. Must be authorized to do business in the State of Florida	Y	Section Appendix A, Exhibit 3 Delaware corporation authorized to transact business in the state of Florida
2. SUB-TENANT MINIMUM QUALIFICATIONS a. Three (3) years continuous experience within the past eight (8) years in the managing or operating and maintaining one or more retail locations in an airport, transportation center, retail shopping center or marketplace generating a minimum of \$250,000 in gross sales per year, per Location.	Y	Provided statement that all subcontractors are subject to approval by the department Section 8 provides reference to subcontractors
b. Must be authorized to do business in the State of Florida	N	Did not provide

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 2 OF 14

NAME OF PROPOSER: ADDRESS: Los Angeles, CA 90025-1748 PHONE/FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.:	Westfield Concession Management, Inc. 11601 Wilshire Blvd., 11th floor, 973-648-0600 / 973-648-0505 ggiaquinto@westfield.com George Giaquinto, Jr. One (1)
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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Acknowledgement of Addenda (Appendix D) (Six (6) Addenda)	Y	Section Appendix D
Proposal Bond Guarantee (Appendix E)	Y	Section Appendix E Form enclosed – No corporate seal
Lobbyist Registration for Oral Presentations (Appendix F)	Y	Section Appendix F
Local Business Preference (Appendix I)	Y	Section Appendix I – Form provided for the District of Columbia
Bidders Single Execution Affidavits and Conditions of Award Certificates (Appendix J)	Y	Refer to Section Appendix J
Affidavit 1- Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	Y	Refer to Section Appendix J
Affidavit 2- Miami-Dade County Debarment Disclosure Affidavit Pursuant to Ordinance 93-129	Y	Refer to Section Appendix J
Affidavit 3 - Criminal Record	Y	Refer to Section Appendix J
Affidavit 4 - Individuals and entities doing business with the County not Current in their Obligations to the County Affidavits	Y	Refer to Section Appendix J
Affidavit 5- Disclosure of Ownership Affidavit	Y	Refer to Section Appendix J
Affidavit 6 - Code of Business Ethics Affidavit	Y	Refer to Section Appendix J
Affidavit 7A – County Contractors Employment and Procurement Practices Affidavit	Y	Refer to Section Appendix J
Affidavit 7B -Affirmative Action Plan/Procurement Exemption Affidavit	N/A	Form not completed
Condition of Award Certifications (Submittal with Qualifications Statement Optional)		
Disability Nondiscrimination Certification (Resolution No. R-182-00)	Y	Refer to Section Appendix J-2
Family Leave Certification (Resolution No. R-183-00)	Y	

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 3 OF 14

NAME OF PROPOSER:	Westfield Concession Management, Inc.
ADDRESS:	11601 Wilshire Blvd., 11th floor,
Los Angeles, CA 90025-1748	
PHONE/FAX NO.:	973-648-0600 / 973-648-0505
E-MAIL ADDRESS:	ggiaquinto@westfield.com
CONTACT PERSON:	George Giaquinto, Jr.
PACKAGE NO.:	One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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Domestic Leave Compliance Certification (Resolution No. R-185-00)	Y	Refer to Section Appendix J-2
Currently Due Fees and Taxes Verification (Ordinance No. 00-30)	Y	Refer to Section Appendix J-2
Drug Free Work Place Certification (Ordinance No. 00-30)	Y	Refer to Section Appendix J-2
Subcontractor/Supplier Listing (Ordinance Nos. 97-104 & 00-30)	N	Condition of Award
Subcontracting Policies Statements (Ordinance No. 97-35) (Also required, but no format (insert page is provided))	N	Condition of Award
DESCRIPTION OF TECHNICAL PACKAGE		
1. Minimum Qualification and Technical Proposal Form (Questionnaire Form) (Appendix A)	Y	Refer to Section Appendix A
2. Minimum Annual Guarantee Proposal Form (Appendix B)	Y	Provided to Clerk's office
3. Table of Contents All pages of the Minimum Qualification and Technical Proposal Form, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Y	
5. Executive Summary Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP. The summary shall include a brief statement of the understanding and approach of the concessions program and should provide a concise summary of the strategies and qualifications of the team with regard to the program objectives and scope of services. This summary should be brief and concise and advise the reader of the Proposer's basic services offered, experience, qualifications, and staff. The summary should be limited to three (3) typewritten pages.	Y	Section 5 – Highlighted DBE participation, local merchant participation

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 4 OF 14

NAME OF PROPOSER: Westfield Concession Management, Inc.
ADDRESS: 11601 Wilshire Blvd., 11th floor,
 Los Angeles, CA 90025-1748
PHONE/FAX NO.: 973-648-0600 / 973-648-0505
E-MAIL ADDRESS: ggiaquinto@westfield.com
CONTACT PERSON: George Giaquinto, Jr.
PACKAGE NO.: One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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6. Financial Capacity to Perform (i) Capital Investment Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital improvements, and the amount of working capital the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to estimated costs for improvements with projected expenses for leasehold improvements and/or furniture, fixtures and equipment	Y	Section 6, Exhibit 7 Capital Investment \$9,286,950 Westfield will not finance DBE construction, but will provide tenant allowance to be used in the leasing of DBE spaces
6. Financial Capacity to Perform (ii) Capital Investment Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital improvements, and the amount of working capital the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to estimated costs for improvements with projected expenses for leasehold improvements and/or furniture, fixtures and equipment	Y	Section 6, Page 4 References provided as requested, but no dates to determine if they were in the past three (3) years
(i) References The Proposer must list three business references and three financial references (credit, trade or bank) related to its business operations during the past three years. Proposer must use the format provided in the exhibit.	Y	Section Appendix A, Exhibit 5 2003 & 2004 Annual Report provided

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 5 OF 14

NAME OF PROPOSER: Westfield Concession Management, Inc.
ADDRESS: 11601 Wilshire Blvd., 11th floor,
Los Angeles, CA 90025-1748
PHONE/FAX NO.: 973-648-0600 / 973-648-0505
E-MAIL ADDRESS: ggiaquinto@westfield.com
CONTACT PERSON: George Giaquinto, Jr.
PACKAGE NO.: One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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(iii) Financial Background Information		Section 6, Page 5
(a) Balance Sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting current financial conditions;	Y	Provided following statement: "Westfield Concession Management, Inc. is a wholly-owned subsidiary of Westfield Corporation, Inc.
(b) Interim balance Sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements	Y	Westfield Corporation, Inc. will not guarantee the Minimum Annual Guarantee and contract agreement for the subsidiary company, Westfield Concession Management, Inc.
(iv.) Requested Information from Subsidiaries	Y	Section 6, Page 5 Provided following statement: "Westfield Concession Management, Inc. is a wholly-owned subsidiary of Westfield Corporation, Inc.
7. Experience and Qualifications Statement		
(i) Names and addresses of shopping centers or airport programs developed and managed or operated by the Proposer in the prior five years.	Y	Westfield Corporation, Inc. will not guarantee the Minimum Annual Guarantee and contract agreement for the subsidiary company, Westfield Concession Management, Inc.
(ii) Per unit listing of all locations for Proposer's experience in airport, transportation centers, retail shopping centers, or marketplaces. The facility name; Location; square footage; type of operation; annual gross revenue; annual airport or property owner rent; percentage rent; required customer service efforts, or any other details of the rent structure as well should be included. Also provide a listing of percentage rents specific to concession or shop concepts.	Y	Refer to Section 7

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 6 OF 14

NAME OF PROPOSER: Westfield Concession Management, Inc.
ADDRESS: 11601 Wilshire Blvd., 11th floor,
 Los Angeles, CA 90025-1748
PHONE/FAX NO.: 973-648-0600 / 973-648-0505
E-MAIL ADDRESS: ggiaquinto@westfield.com
CONTACT PERSON: George Giaquinto, Jr.
PACKAGE NO.: One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
(iii) Highlights of the merchandising concepts for each Location.	Y	Refer to Section 8, Exhibit 17 and Section 9, Concept Plan, Lease Plan Layout
(iv) A detailed corporate history of development or management experience.	Y	Refer to Section 7
(v) Provide examples of marketing programs undertaken to promote sales and customer service in the locations, including samples of advertisements, promotional materials, flyers, coupons, etc.	Y	Refer to Section 7, Exhibits 8 – 13
(vi) Provide information on quality monitoring programs that Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs.	Y	Refer to Section 7, Exhibits 14 – 16
(vii) Other information that supports Proposer's development / management /operations experience as it pertains to the Proposal.	N	None provided
8. Developing, Design and Constructing Proposers shall submit a narrative description and drawings or photographs of the proposed capital improvements to be made to the common area Location (only for those applicable packages), and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements.	Y	Refer to Section 8, Page 28

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 7 OF 14

NAME OF PROPOSER:	Westfield Concession Management, Inc.
ADDRESS:	11601 Wilshire Blvd., 11th floor,
Los Angeles, CA 90025-1748	
PHONE/FAX NO.:	973-648-0600 / 973-648-0505
E-MAIL ADDRESS:	ggiaquinto@westfield.com
CONTACT PERSON:	George Giaquinto, Jr.
PACKAGE NO.:	One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares should be specified on the form and on additional sheets, if necessary. Proposers should specify the source of funds (cash, bank loan, etc.) for the start-up costs.	Y	Section 8, Page 29 Provided following statement: Westfield Concession Management Inc. is a wholly-owned subsidiary of Westfield Group and has adequate cash reserves to fund this investment and working capital requirements through existing cash flow as well as the Group's unsecured line of credit that totals \$5 billion.
Layout Plan: Provide a drawing depicting the overall layout plan which includes, but is not limited to, the following information:	Y	Section 8, Exhibit 17
(i) A description of store adjacency issues and their placement philosophies.	Y	Section 8, Page 29
(ii) Photographs or conceptual renderings of proposed concepts.	Y	Refer to Section 9
(iii) Examples of floor plans, renderings or elevations	Y	Refer to Section 8, Exhibit 17
Proposer should discuss its experience in airport concession program expansion planning or similar experience elsewhere, demonstrating experience in airport operations, security and locations. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience in the design and design review of airport, and shopping locations (including resumes and project experience) with photographs attached.	Y	Refer to Section 8, Page 29
The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance, as well as, its understanding of the Miami-Dade Building Department permitting process.	Y	Refer to Section 8, Pages 30 - 34

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 8 OF 14

NAME OF PROPOSER: ADDRESS: Los Angeles, CA 90025-1748 PHONE/FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.:	Westfield Concession Management, Inc. 11601 Wilshire Blvd., 11th floor, 973-648-0600 / 973-648-0505 ggiaquinto@westfield.com George Giaquinto, Jr. One (1)
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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9. Leasing Plan Concept Plan: Provide a description of the proposed concept plan, demonstrating an understanding of local and national market retailing trends and how and why those trends will be integrated into the plan. For each Location, using Exhibit A "Concession Locations", identify the proposed concept. For each proposed concept, Proposer must include, at minimum, a letter of interest. Additionally, for each Location, the following must be discussed.	Y	Refer to Section 9
(i) Proposer's previous experience with proposed concessionaires/concepts.	Y	Refer to Section 9
(ii) Examples of tailoring concepts to particular markets; explain how a Sub-tenant is selected for a specific concept.	Y	Refer to Section 9
(iii) Whether the proposed concepts suit a particular market. The Department expects Proposers to offer concepts that reflect the concept category identified by the Department.	Y	Refer to Section 9
(iv) The existing market area shopper profiles, area competition, and other situational market conditions that support the recommendations for tenancies.	Y	Refer to Section 9
Sales and Revenue/Financial Projections: Proposers should provide a realistic estimate of the expected annual Gross Receipts and rent goals to be derived from the proposed operations.	Y	Refer to Section 9

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 9 OF 14

NAME OF PROPOSER: Westfield Concession Management, Inc.
ADDRESS: 11601 Wilshire Blvd., 11th floor,
Los Angeles, CA 90025-1748
PHONE/FAX NO.: 973-648-0600 / 973-648-0505
E-MAIL ADDRESS: ggiaquinto@westfield.com
CONTACT PERSON: George Giaquinto, Jr.
PACKAGE NO.: One (1)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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10. DBE Plan and Leasing For Packages One and Two , submit evidence that there shall be at least 30% Disadvantaged Business Enterprise (DBE) participation, as defined in Section 7, "Disadvantaged Business Enterprise and Appendix C "Disadvantaged Business Enterprise Participation Plan/Provision".	Y	Refer to Section 10 Schedule of Participation Letters of Interest provided under Section 9 No LOI forms
11. Managing, Operating and Maintaining Indicate years of experience in property management, including the centers managed both presently and in recent years. Provide sales, sales per Enplanement if applicable, square footage managed, and number of units managed.	Y	Refer to Section 11, Page 76 and Section 7(ii)
Identify the elements from past experiences that may be applicable to working at this Airport.	Y	Refer to Section 11, Page 76
Demonstrate your understanding of an airport environment, including your understanding of additional safety and security measures that will need to be taken at this Airport. Indicate differences in shopping behavior, importance of speed of service, value pricing, hours of operation, etc.	Y	Refer to Section 11, Page 76
Market Basket Pricing: Submit a Market Basket Pricing management and methodology plan, pursuant to the Department's guidelines as outlined in the RFP, to include the procedures used to monitor and enforce the street pricing program. Also indicate how the company currently monitors prices.	Y	Refer to Section 11, Page 76

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1. Staffing Plan: Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations:		
(i) Organizational chart specific to MIA operations, also noting decision-making responsibilities. Resumes of key staff members should be provided.	Y	Refer to Section 11.1, Exhibit 26
(ii) Describe the proposed staffing requirements with a summary of the duties for management / supervisory positions in detail.	Y	Refer to Section 11.1, Exhibit 27
(iii) Staffing level and schedule to illustrate proposed coverage of operating hours.	Y	Refer to Section 11.1, Exhibit 27
(iv) The amount of time each management/supervisory staff member will spend on site each week.	Y	Refer to Section 11.1, Exhibit 27
(v) Provide emergency operations staffing procedures	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
(vi) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
Describe Proposer's labor and training practices. Please provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization, as well as similar information for any proposed Sub-tenants with whom Proposer already has agreements in principle or commitment letters:		
(i) Provide employee handbook, if any.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook

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(ii) Briefly describe recruiting techniques and sources of management and non-management labor.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
(iii) Briefly describe any motivation programs or incentives Proposer has in place for its employees and discuss if they will be extended to the Sub-tenant's employees if applicable.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
2. Customer Service Philosophy and Programs: The Department considers the performance of high quality customer service paramount to the improvement and prosperity of the concession programs. Therefore, the Proposer will provide:		
(i) Customer service-training program or any training or education programs that the Proposer will offer,	Y	Refer to Section 11.2
(ii) A description of the goals and objectives with regard to customer service,	Y	Refer to Section 11.2, Page 87
(iii) Examples of customer service surveys,	Y	Refer to Section 11.2, Exhibit 28
(iv) The proposed customer service survey program's, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed Customer Service Plan.	Y	Refer to Section 11.2, Page 89
(v) Speed of service standards.	Y	Refer to Section 11.2, Page 88
(vi) Customer service policies and quality assurance procedures.	Y	Refer to Section 11.2, Page 89
(vii) Customer guarantees, exchange or refund policies.	Y	Refer to Section 11.2, Page 89
(viii) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.)	Y	Refer to Section 11.2, Page 89
(ix) List credit cards that will be accepted.	Y	Refer to Section 11.2, Page 89

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(x) List retail shipping and gift-wrap services that will be made available.	Y	Refer to Section 11.2, Page 89
(xi) List specific market research tools that you will use, such as surveys, focus groups, convention and visitor bureau data collection, video monitoring, store customer counts, etc.	Y	Refer to Section 11.2, Page 90
(xii) Describe the types of customer service research that you will use, such as mystery shopping services or customer comment cards.	Y	Refer to Section 11.2, Exhibit 28, Page 89
(xiii) List any other services that will be provided.	Y	Refer to Section 11.2, Exhibit 29
In addition, describe how Proposer will address the special needs of travelers, specific to the MIA market, such as families with small children, senior citizens, people with disabilities, and non-English speakers	Y	Refer to Section 11.2, Page 90
<u>Employee Training Practices:</u> Submit a summary of the proposed employee-training program to describe its strengths versus other retail industry employee training programs. At a minimum, please discuss the following:		
(i) Methods and sources for recruiting on-site staff	Y	Refer to Section 11.2, Page 91
(ii) Employee recognition or incentive programs	Y	Refer to Section 11.2, Page 91
(iii) Development of customer service training programs aimed at increasing passenger satisfaction and revenues	Y	Refer to Section 11.2, Page 91
(iii) Will programs be provided often enough to be effective	Y	Refer to Section 11.2, Page 91
3. Retail Trends/Airport Understanding: Demonstrate understanding of local and national market retailing trends and how those trends will be integrated into		

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the merchandising plan. Demonstrate Proposer's understanding of the airport environment, including, for example, airport user shopping patterns, and the operational and logistics nuances the airport environment presents.	Y	Refer to Section 11.3, Page 92
4. Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following:	Y	Refer to Section 11.4, Page 94
(i) Sales reporting program	Y	Refer to Section 11.4, Page 94
(ii) Sub-tenant coordination, if applicable	Y	Refer to Section 11.4, Page 95
(iii) Sub-tenant assistance, if applicable	Y	Refer to Section 11.4, Page 95
(iv) Sub-tenant administration and compliance/enforcement plan, if applicable	Y	Refer to Section 11.4, Page 94
(v) Procedures to evaluate unit productivity and to upgrade or replace under-performing locations.	Y	Refer to Section 11.4, Page 95
Hours of Operation: Submit Proposer's understanding of the hours of operations and the related staffing requirements, per Location, to adequately serve the traveling public. Describe the importance Proposer places on hours of operation	Y	Refer to Section 11.4, Page 95
12. Facility Maintenance and Operations Plan Submit the proposed facility maintenance plan indicating the method and frequency by which Proposer intends to maintain all Locations and the administrative support space in a first class manner.	Y	Refer to Section 12, Page 96
(i) Describe your policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in both the Proposer's Locations and Sub-tenant Locations.	Y	Refer to Section 12, Page 96

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(ii) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling.	Y	Refer to Section 12, Page 96
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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
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PACKAGE NO. Two (2)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
MINIMUM QUALIFICATIONS (PACKAGES ONE AND TWO):		
PROPOSER'S CHECKLIST	Y	
1. PROPOSER'S QUALIFICATIONS a. Five (5) years continuous experience within the last eight (8) years in each of the following capabilities: financing, designing and construction, leasing, managing, and maintaining multi-tenant retail locations in an airport, transportation center, retail shopping center or marketplace generating at least an aggregate of \$5 million in annual gross sales for such retail Locations. Proposers who wish to operate and not Sub-Lease Locations within the package on which they are proposing must demonstrate five (5) years of continuous experience within the last eight (8) years in operating those retail Locations described above.	Y	Refer to Section Appendix A, Exhibit 5 & 6 and Section 7
b. Must be authorized to do business in the State of Florida	Y	Refer to Section Appendix A – Delaware corporation authorized to transact business in the State of Florida
2. SUB-TENANT MINIMUM QUALIFICATIONS a. Three (3) years continuous experience within the past eight (8) years in the managing or operating and maintaining one or more retail locations in an airport, transportation center, retail shopping center or marketplace generating a minimum of \$250,000 in gross sales per year, per Location.	Y	Provided statement that all subcontractors are subject to approval by the department Section 8 provides reference to subcontractors
b. Must be authorized to do business in the State of		

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Florida	N	
Acknowledgement of Addenda (Appendix D) (Six (6) Addenda)	Y	Section Appendix D
Proposal Bond Guarantee (Appendix E)	N/A	Provided check
Lobbyist Registration for Oral Presentations (Appendix F)	Y	Section Appendix F
Local Business Preference (Appendix I)	Y	Section Appendix I – Form provided for the District of Columbia
Bidders Single Execution Affidavits and Conditions of Award Certificates (Appendix J)	Y	Refer to Section Appendix J
Affidavit 1- Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	Y	Refer to Section Appendix J
Affidavit 2- Miami-Dade County Debarment Disclosure Affidavit Pursuant to Ordinance 93-129	Y	Refer to Section Appendix J
Affidavit 3 - Criminal Record	Y	Refer to Section Appendix J
Affidavit 4 - Individuals and entities doing business with the County not Current in their Obligations to the County Affidavits	Y	Refer to Section Appendix J
Affidavit 5- Disclosure of Ownership Affidavit	Y	Refer to Section Appendix J
Affidavit 6 - Code of Business Ethics Affidavit	Y	Refer to Section Appendix J
Affidavit 7A – County Contractors Employment and Procurement Practices Affidavit	Y	Refer to Section Appendix J
Affidavit 7B -Affirmative Action Plan/Procurement Exemption Affidavit	N/A	Form not completed
Condition of Award Certifications (Submittal with Qualifications Statement Optional)		
Disability Nondiscrimination Certification (Resolution No. R-182-00)	Y	Refer to Section Appendix J-2

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NAME OF PROPOSER: ADDRESS: Los Angeles, CA 90025-1748 PHONE/FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.:	Westfield Concession Management, Inc. 11601 Wilshire Blvd., 11th floor, 973-648-0600 / 973-648-0505 ggiaquinto@westfield.com George Giaquinto, Jr. Two (2)
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Family Leave Certification (Resolution No. R-183-00)	Y	Refer to Section Appendix J-2
Domestic Leave Compliance Certification (Resolution No. R-185-00)	Y	Refer to Section Appendix J-2
Currently Due Fees and Taxes Verification (Ordinance No. 00-30)	Y	Refer to Section Appendix J-2
Drug Free Work Place Certification (Ordinance No. 00-30)	Y	Refer to Section Appendix J-2
Subcontractor/Supplier Listing (Ordinance Nos. 97-104 & 00-30)	N	Refer to Section Appendix J-2
Subcontracting Policies Statements (Ordinance No. 97-35) (Also required, but no format (insert page is provided))	N	
DESCRIPTION OF TECHNICAL PACKAGE		
1. Minimum Qualification and Technical Proposal Form (Questionnaire Form) (Appendix A)	Y	Refer to Section Appendix A
2. Minimum Annual Guarantee Proposal Form (Appendix B)	Y	Provided to Clerk's office
3. Table of Contents All pages of the Minimum Qualification and Technical Proposal Form, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Y	
5. Executive Summary Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP. The summary shall include a brief statement of the understanding and approach of the concessions program and should provide a concise summary of the strategies and qualifications of the team with regard to the program objectives and scope of services. This summary should be brief and concise and advise the reader of the Proposer's basic services offered, experience, qualifications, and staff. The summary should be limited to three (3)	Y	Section 5 – Highlighted DBE participation, local merchant participation

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typewritten pages.		
6. Financial Capacity to Perform (i) Capital Investment Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital improvements, and the amount of working capital the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to estimated costs for improvements with projected expenses for leasehold improvements and/or furniture, fixtures and equipment	Y	Section 6, Exhibit 7 Capital Investment \$9,286,950 Westfield will not finance DBE construction, but will provide tenant allowance to be used in the leasing of DBE spaces
(i) References The Proposer must list three business references and three financial references (credit, trade or bank) related to its business operations during the past three years. Proposer must use the format provided in the exhibit.	Y	Section 6, Page 4 Reference provided as requested, but no dates to determine if they were in the past three years.
(iii) Financial Background Information (a) Balance Sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting current financial conditions;	Y	Section Appendix A, Exhibit 5 2003 & 2004 Annual Report provided.
(b) Interim balance Sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements	Y	
(iv.) Requested Information from Subsidiaries	Y	Section 6, Page 5 Provided following statement: "Westfield Concession Management, Inc. is a wholly-

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		owned subsidiary of Westfield Corporation, Inc.
7. Experience and Qualifications Statement		
(i) Names and addresses of shopping centers or airport programs developed and managed or operated by the Proposer in the prior five years.	Y	Westfield Corporation, Inc. will not guarantee the Minimum Annual Guarantee and contract agreement for the subsidiary company, Westfield Concession Management, Inc.
(ii) Per unit listing of all locations for Proposer's experience in airport, transportation centers, retail shopping centers, or marketplaces. The facility name; Location; square footage; type of operation; annual gross revenue; annual airport or property owner rent; percentage rent; required customer service efforts, or any other details of the rent structure as well should be included. Also provide a listing of percentage rents specific to concession or shop concepts.	Y	Refer to Section 7
(iii) Highlights of the merchandising concepts for each Location.	Y	Refer to Section 8, Exhibit 17 and Section 9, Concept Plan, Lease Plan Layout
(iv) A detailed corporate history of development or management experience.	Y	Refer to Section 7
(v) Provide examples of marketing programs undertaken to promote sales and customer service in the locations, including samples of advertisements, promotional materials, flyers, coupons, etc.	Y	Refer to Section 7, Exhibits 8 – 13
(vi) Provide information on quality monitoring programs that Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard	Y	Refer to Section 7, Exhibits 14 – 16

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evaluations, or other similar programs.		
(vii) Other information that supports Proposer's development / management /operations experience as it pertains to the Proposal.	N	None provided
8. Developing, Design and Constructing Proposers shall submit a narrative description and drawings or photographs of the proposed capital improvements to be made to the common area Location (only for those applicable packages), and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements.	Y	Refer to Section 8, Page 28
All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares should be specified on the form and on additional sheets, if necessary. Proposers should specify the source of funds (cash, bank loan, etc.) for the start-up costs.	Y	Section 8, Page 29 Provided following statement: Westfield Concession Management Inc. is a wholly-owned subsidiary of Westfield Group and has adequate cash reserves to fund this investment and working capital requirements through existing cash flow as well as the Group's unsecured line of credit that totals \$1 billion.
Layout Plan: Provide a drawing depicting the overall layout plan which includes, but is not limited to, the following information:	Y	Section 8, Exhibit 17
(i) A description of store adjacency issues and their placement philosophies.	Y	Section 8, Page 29
(ii) Photographs or conceptual renderings of	Y	Refer to Section 9

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proposed concepts.		
(iii) Examples of floor plans, renderings or elevations	Y	Refer to Section 8, Exhibit 17
Proposer should discuss its experience in airport concession program expansion planning or similar experience elsewhere, demonstrating experience in airport operations, security and locations. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience in the design and design review of airport, and shopping locations (including resumes and project experience) with photographs attached.	Y	Refer to Section 8, Page 29
The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance, as well as, its understanding of the Miami-Dade Building Department permitting process.	Y	Refer to Section 8, Pages 30 - 34
9. Leasing Plan Concept Plan: Provide a description of the proposed concept plan, demonstrating an understanding of local and national market retailing trends and how and why those trends will be integrated into the plan. For each Location, using Exhibit A "Concession Locations", identify the proposed concept. For each proposed concept, Proposer must include, at minimum, a letter of interest. Additionally, for each Location, the following must be discussed.	Y	Refer to Section 9
(i) Proposer's previous experience with proposed concessionaires/concepts.	Y	Refer to Section 9
(ii) Examples of tailoring concepts to particular markets; explain how a Sub-tenant is selected	Y	Refer to Section 9

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for a specific concept.		
(iii) Whether the proposed concepts suit a particular market. The Department expects Proposers to offer concepts that reflect the concept category identified by the Department.	Y	Refer to Section 9
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Identify the elements from past experiences that may be applicable to working at this Airport.	Y	Refer to Section 11, Page 76

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PHONE/FAX NO.:	973-648-0600 / 973-648-0505
E-MAIL ADDRESS:	ggiaquinto@westfield.com
CONTACT PERSON:	George Giaquinto, Jr.
PACKAGE NO.:	Two (2)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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Demonstrate your understanding of an airport environment, including your understanding of additional safety and security measures that will need to be taken at this Airport. Indicate differences in shopping behavior, importance of speed of service, value pricing, hours of operation, etc.	Y	Refer to Section 11, Page 76
Market Basket Pricing: Submit a Market Basket Pricing management and methodology plan, pursuant to the Department's guidelines as outlined in the RFP, to include the procedures used to monitor and enforce the street pricing program. Also indicate how the company currently monitors prices.	Y	Refer to Section 11, Page 76
1. Staffing Plan: Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations: (i) Organizational chart specific to MIA operations, also noting decision-making responsibilities. Resumes of key staff members should be provided.	Y	Refer to Section 11.1, Exhibit 26
(ii) Describe the proposed staffing requirements with a summary of the duties for management / supervisory positions in detail.	Y	Refer to Section 11.1, Exhibit 27
(iii) Staffing level and schedule to illustrate proposed coverage of operating hours.	Y	Refer to Section 11.1, Exhibit 27
(iv) The amount of time each management/supervisory staff member will spend on site each week.	Y	Refer to Section 11.1, Exhibit 27
(v) Provide emergency operations staffing procedures	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 10 OF 13

NAME OF PROPOSER: ADDRESS: Los Angeles, CA 90025-1748 PHONE/FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.:	Westfield Concession Management, Inc. 11601 Wilshire Blvd., 11th floor, 973-648-0600 / 973-648-0505 ggiaquinto@westfield.com George Giaquinto, Jr. Two (2)
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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(vi) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
Describe Proposer's labor and training practices. Please provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization, as well as similar information for any proposed Sub-tenants with whom Proposer already has agreements in principle or commitment letters: (i) Provide employee handbook, if any.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
(ii) Briefly describe recruiting techniques and sources of management and non-management labor.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
(iii) Briefly describe any motivation programs or incentives Proposer has in place for its employees and discuss if they will be extended to the Sub-tenant's employees if applicable.	Y	Refer to Section 11.1, Exhibit 27, Employee Handbook
2. Customer Service Philosophy and Programs: The Department considers the performance of high quality customer service paramount to the improvement and prosperity of the concession programs. Therefore, the Proposer will provide: (i) Customer service-training program or any training or education programs that the Proposer will offer,	Y	Refer to Section 11.2, Page 87
(ii) A description of the goals and objectives with regard to customer service,	Y	Refer to Section 11.2, Page 87

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 11 OF 13

NAME OF PROPOSER: Westfield Concession Management, Inc.
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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(iii) Examples of customer service surveys,	Y	Refer to Section 11.2, Exhibit 28
(iv) The proposed customer service survey program's, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed Customer Service Plan.	Y	Refer to Section 11.2, Page 89
(v) Speed of service standards.	Y	Refer to Section 11.2, Page 88
(vi) Customer service policies and quality assurance procedures.	Y	Refer to Section 11.2, Page 89
(vii) Customer guarantees, exchange or refund policies.	Y	Refer to Section 11.2, Page 89
(viii) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.)	Y	Refer to Section 11.2, Page 89
(ix) List credit cards that will be accepted.	Y	Refer to Section 11.2, Page 89
(x) List retail shipping and gift-wrap services that will be made available.	Y	Refer to Section 11.2, Page 89
(xi) List specific market research tools that you will use, such as surveys, focus groups, convention and visitor bureau data collection, video monitoring, store customer counts, etc.	Y	Refer to Section 11.2, Page 90
(xii) Describe the types of customer service research that you will use, such as mystery shopping services or customer comment cards.	Y	Refer to Section 11.2, Exhibit 28, Page 89
(xiii) List any other services that will be provided.	Y	Refer to Section 11.2, Exhibit 29
In addition, describe how Proposer will address the special needs of travelers, specific to the MIA market, such as families with small children, senior citizens, people with disabilities, and non-English speakers	Y	Refer to Section 11.2, Page 90

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 12 OF 13

NAME OF PROPOSER: Westfield Concession Management, Inc.
ADDRESS: 11601 Wilshire Blvd., 11th floor,
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PHONE/FAX NO.: 973-648-0600 / 973-648-0505
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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<u>Employee Training Practices:</u> Submit a summary of the proposed employee-training program to describe its strengths versus other retail industry employee training programs. At a minimum, please discuss the following: (i) Methods and sources for recruiting on-site staff	Y	Refer to Section 11.2, Page 91
(ii) Employee recognition or incentive programs	Y	Refer to Section 11.2, Page 91
(iii) Development of customer service training programs aimed at increasing passenger satisfaction and revenues	Y	Refer to Section 11.2, Page 91
(iii) Will programs be provided often enough to be effective	Y	Refer to Section 11.2, Page 91
3. Retail Trends/Airport Understanding: Demonstrate understanding of local and national market retailing trends and how those trends will be integrated into the merchandising plan. Demonstrate Proposer's understanding of the airport environment, including, for example, airport user shopping patterns, and the operational and logistics nuances the airport environment presents.	Y	Refer to Section 11.3, Page 92
4. Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following:	Y	Refer to Section 11.4, Page 94
(i) Sales reporting program	Y	Refer to Section 11.4, Page 94
(ii) Sub-tenant coordination, if applicable	Y	Refer to Section 11.4, Page 95
(iii) Sub-tenant assistance, if applicable	Y	Refer to Section 11.4, Page 95
(iv) Sub-tenant administration and compliance/enforcement plan, if applicable	Y	Refer to Section 11.4, Page 94
(v) Procedures to evaluate unit productivity and to upgrade or replace under-performing locations.	Y	Refer to Section 11.4, Page 95

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: 30% DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
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NAME OF PROPOSER: Westfield Concession Management, Inc.
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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Hours of Operation: Submit Proposer's understanding of the hours of operations and the related staffing requirements, per Location, to adequately serve the traveling public. Describe the importance Proposer places on hours of operation	Y	Refer to Section 11.4, Page 95
12. Facility Maintenance and Operations Plan Submit the proposed facility maintenance plan indicating the method and frequency by which Proposer intends to maintain all Locations and the administrative support space in a first class manner.	Y	Refer to Section 11.4, Page 96
(i) Describe your policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in both the Proposer's Locations and Sub-tenant Locations.	Y	Refer to Section 11.4, Page 96
(ii) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling.	Y	Refer to Section 12, Page 96

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 1 OF 16

NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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PROPOSAL DOCUMENTS	WAS THE INFORMATION / DOCUMENTS PROVIDED?	NOTES
PROPOSER'S CHECKLIST	Y	
MINIMUM QUALIFICATIONS (PACKAGES THREE AND FOUR)		
II. QUALIFYING ENTITIES <p>If the Proposer forms a new entity for the purpose of responding to this solicitation, this entity must fulfill the minimum requirements associated with this Solicitation for at least fifty percent (50%) of the equity interest of the organization defined as "qualified" Proposer. Evidence of satisfaction of the minimum requirements must be presented as a component of this RFP in "Appendix A", "Minimum Qualification and Technical Proposal Form".</p>	N/A	
<p>If the Proposer is a corporation, the Proposer who shall be responsible for the operation of the Retail Concession(s) pursuant to the RFP and supervision of the General Manager, must have the experience required above and present evidence thereof.</p>	Y	Information provided in Tab 2 General Manager Supervisor
<p>If the Proposer is a partnership or an individual, the majority interest of the individual himself or the partner, who shall be responsible for the operation of the Retail Concession(s) pursuant to the RFP and supervision of the General Manager, must have the experience and present evidence thereof.</p>	N/A	
<p>If the Proposer is a newly formed joint venture, for purposes of this RFP, at least one of the majority joint venture partners must have the experience required above and present evidence thereof.</p>	N/A	

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REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04		CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS		RFP DUE DATE: APRIL 15, 2005 PAGE 2 OF 16
NAME OF PROPOSER: Miami International Airport Pharmacy ADDRESS: dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3 rd floor 6950 NW 77 Court, Miami PHONE / FAX NO.: 305-266-9000 / 305-262-9286 E-MAIL ADDRESS: rturner@bijouxturner.com CONTACT PERSON: Rosa Turner PACKAGE NO. Four (4)		
PROPOSAL DOCUMENTS	WAS THE INFORMATION/DOCUMENTS PROVIDED?	NOTES

The Proposer shall demonstrate how it meets the qualifying responsibilities by including this information in the "Minimum Qualification and Technical Proposal Form", Appendix A, component of this RFP. Financial statements must be submitted as evidence of gross sales requirements for each Proposer.	Y	Information provided in Tab 2
In the event all Sub-tenants are not in place at the time of the Proposal submittal, the Proposer must submit evidence of interest to participate from interested parties who will meet the minimum qualifications or certify that all proposed Sub-tenants will meet these qualifications.	N/A	Subtenants not applicable
Disadvantaged Business Enterprise Participation Plan/Provision (Appendix C)	N/A	Small Business Package – No DBE goal
Acknowledgement of Addenda (Appendix D) (Six (6) Addenda))	Y	Information provided in Tab 11 Acknowledged six (6) addenda
Proposal Bond Guarantee (Appendix E)	N/A	Provided Guarantee Deposit
Lobbyist Registration for Oral Presentations (Appendix F)	N	Information provided in Tab 13 - Form not provided Statement "As MIA Pharmacy we will not be using lobbyists for our oral presentation, this form is Not Applicable
Local Business Preference (Appendix I)	Y	Information provided in Tab 14 – Occupational license provided, 49 employees
Bidders Single Execution Affidavits and Conditions of Award Certificates (Appendix J)	Y	
Affidavit 1- Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	Y	

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 3 OF 16

NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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Affidavit 2- Miami-Dade County Debarment Disclosure Affidavit Pursuant to Ordinance 93-129	Y	
Affidavit 3 - Criminal Record	Y	
Affidavit 4 - Individuals and entities doing business with the County not Current in their Obligations to the County Affidavits	Y	
Affidavit 5- Disclosure of Ownership Affidavit	Y	
Affidavit 6 - Code of Business Ethics Affidavit	Y	
Affidavit 7A - County Contractors Employment and Procurement Practices Affidavit	Y	Annual gross revenues less than \$5m
Affidavit 7B -Affirmative Action Plan/Procurement Exemption Affidavit	N/A	
Condition of Award Certifications (Submittal with Qualifications Statement Optional)		
Disability Nondiscrimination Certification (Resolution No. R-182-00)	N	Condition of Award
Family Leave Certification (Resolution No. R-183-00)	N	Condition of Award
Domestic Leave Compliance Certification (Resolution No. R-185-00)	N	Condition of award
Currently Due Fees and Taxes Verification (Ordinance No. 00-30)	N	Condition of award
Drug Free Work Place Certification (Ordinance No. 00-30)	N	Condition of award
Subcontractor/Supplier Listing (Ordinance Nos. 97-104 & 00-30)	N	Condition of award
Subcontracting Policies Statements (Ordinance No. 97-35) (Also required, but no format (insert page is provided)	N	Condition of award

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04		CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS		RFP DUE DATE: APRIL 15, 2005 PAGE 4 OF 16
NAME OF PROPOSER: Miami International Airport Pharmacy ADDRESS: dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3 rd floor 6950 NW 77 Court, Miami PHONE / FAX NO.: 305-266-9000 / 305-262-9286 E-MAIL ADDRESS: rturner@bijouxturner.com CONTACT PERSON: Rosa Turner PACKAGE NO. Four (4)		
PROPOSAL DOCUMENTS	WAS THE INFORMATION/DOCUMENTS PROVIDED?	NOTES

Proof of Authorization to do Business (Also required, but no format (insert page is provided))	Y	Information provided in Tab 2
DESCRIPTION OF TECHNICAL PACKAGE		
Minimum Qualification and Technical Proposal Form Questionnaire Form (Appendix A)	Y	Information provided in Tabs 2-8
1. Minimum Annual Guarantee Proposal Form (Appendix B)		MAG form submitted to Clerk of the Board
3. Not Used		
4. Table of Contents All pages of the Minimum Qualification and Technical Proposal Form, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Y	Information provided in Tab "Table of Contents"
5. Executive Summary Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP. The summary shall include a brief statement of the understanding and approach of the concessions program and should provide a concise summary of the strategies and qualifications of the team with regard to the program objectives and scope of services. This summary should be brief and concise and advise the reader of the Proposer's basic services offered, experience, qualifications, and staff. The summary should be limited to three (3) typewritten pages	Y	Information provided in Tab 1

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04		CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS		RFP DUE DATE: APRIL 15, 2005 PAGE 5 OF 16
NAME OF PROPOSER: Miami International Airport Pharmacy ADDRESS: dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3 rd floor 6950 NW 77 Court, Miami PHONE / FAX NO.: 305-266-9000 / 305-262-9286 E-MAIL ADDRESS: rturner@bijouxturner.com CONTACT PERSON: Rosa Turner PACKAGE NO. Four (4)		
PROPOSAL DOCUMENTS	WAS THE INFORMATION/DOCUMENTS PROVIDED?	NOTES

<p>6. Financial Capacity to Perform</p> <p>(i) Capital Investment</p> <p>Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital improvements, and the amount of working capital the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to estimated costs for improvements with projected expenses for leasehold improvements and/or furniture, fixtures and equipment</p>	<p>Y</p>	<p>Information provided in Tab 3</p>
<p>(ii) References</p> <p>The Proposer must list three business references and three financial references (credit, trade or bank) related to its business operations during the past three years Proposer must use the format provided in the exhibit.</p>	<p>Y</p>	<p>Information provided in Tab 3</p>
<p>(iii) Financial Background Information</p> <p>a) Balance Sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting current financial conditions</p>	<p>Y</p>	<p>Information provided in Tab 3</p>
<p>b) Interim balance Sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements</p>	<p>Y</p>	<p>Information provided in Tab 3</p>

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 6 OF 16

NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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(IV) Requested information from Subsidiaries	Y	Information provided in Tab 3
7. Experience and Qualifications Statement		
(i) Names and addresses of shopping centers or airport programs developed and managed or operated by the Proposer in the prior five years.	Y	Information provided in Tab 4 Addresses not provided
(ii) Per unit listing of all locations for Proposer's experience in airport, transportation centers, retail shopping centers, or marketplaces. The facility name; Location; square footage; type of operation; annual gross revenue; annual airport or property owner rent; percentage rent; required customer service efforts, or any other details of the rent structure as well should be included. Also provide a listing of percentage rents specific to concession or shop concepts.	Y	Information provided in Tab 4 Requested specifics of each location was not provided
(iii) Highlights of the merchandising concepts for each Location.	Y	Information provided in Tab 4
(iv) A detailed corporate history of development or management experience.	Y	Information provided in Tab 4
(v) Provide examples of marketing programs undertaken to promote sales and customer service in the locations, including samples of advertisements, promotional materials, flyers, coupons, etc.	Y	Information provided in Tab 4 Information provided on compact disk

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 7 OF 16

NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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(vi) Provide information on quality monitoring programs that Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs.	Y	Information provided in Tab 4 Information provided on compact disk
(vii) Other information that supports Proposer's development/management /operations experience as it pertains to the Proposal	Y	Information provided in Tab 4 Information provided on compact disk
8. Developing, Design and Constructing Proposers shall submit a narrative description and drawings or photographs of the proposed capital improvements to be made to the common area Location (only for those applicable packages), and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements.	Y	Information provided in Tab 5
All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares should be specified on the form and on additional sheets, if necessary. Proposers should specify the source of funds (cash, bank loan, etc.) for the start-up costs.	Y	Information provided in Tab 5

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 8 OF 16

NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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<p>Layout Plan: Provide a drawing depicting the overall layout plan which includes, but is not limited to, the following information:</p> <p>(i) A description of store adjacency issues and their placement philosophies.</p>	Y	Information provided in Tab 5
<p>(ii) Photographs or conceptual renderings of proposed concepts.</p>	Y	Information provided in Tab 5
<p>(iv) Examples of floor plans, renderings or elevations Proposer should discuss its experience in airport concession program expansion planning or similar experience elsewhere, demonstrating experience in airport operations, security and locations. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience in the design and design review of airport, and shopping locations (including resumes and project experience) with photographs attached.</p>	Y	Information provided in Tab 5
<p>The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance, as well as, its understanding of the Miami-Dade Building Department permitting process.</p>	Y	Information provided in Tab 5

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 9 OF 16

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ADDRESS:	Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami
PHONE / FAX NO.:	305-266-9000 / 305-262-9286
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CONTACT PERSON:	Rosa Turner
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9. Leasing Plan - Concept Plan: Provide a description of the proposed concept plan, demonstrating an understanding of local and national market retailing trends and how and why those trends will be integrated into the plan. For each Location, using Exhibit A "Concession Locations", identify the proposed concept. For each proposed concept, Proposer must include, at minimum, a letter of interest. Additionally, for each Location, the following must be discussed.	Y	Statement provided in Tab 7 "As we are proposing on Package 4 we will not be engaging in any property management functions" Tab 5 under "Layout Plan"
(i) Proposer's previous experience with proposed concessionaires/concepts.	N	Statement provided in Tab 7 "As we are proposing on Package 4 we will not be engaging in any property management functions"
(ii) Examples of tailoring concepts to particular markets; explain how a Sub-tenant is selected for a specific concept	N	Statement provided in Tab 7 "As we are proposing on Package 4 we will not be engaging in any property management functions"
(iii) Whether the proposed concepts suit a particular market. The Department expects Proposers to offer concepts that reflect the concept category identified by the Department.	N	Statement provided in Tab 7 "As we are proposing on Package 4 we will not be engaging in any property management functions"
(iv) The existing market area shopper profiles, area competition, and other situational market conditions that support the recommendations for tenancies.	Y	Information provided in Tab 6

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(v) Sales and Revenue/Financial Projections: Proposers should provide a realistic estimate of the expected annual Gross Receipts and rent goals to be derived from the proposed operations.	Y	Tab 4
Not Applicable	N/A	
11. Managing, Operating and Maintaining Indicate years of experience in property management, including the centers managed both presently and in recent years. Provide sales, sales per Enplanement if applicable, square footage managed, and number of units managed	Y	Information provided in Tab 6
Identify the elements from past experiences that may be applicable to working at this Airport.	Y	Information provided in Tab 6
Demonstrate your understanding of an airport environment, including your understanding of additional safety and security measures that will need to be taken at this Airport. Indicate differences in shopping behavior, importance of speed of service, value pricing, hours of operation, etc.	Y	Information provided in Tab 6
Market Basket Pricing: Submit a Market Basket Pricing management and methodology plan, pursuant to the Department's guidelines as outlined in the RFP, to include the procedures used to monitor and enforce the street pricing program. Also indicate how the company currently monitors prices.	Y	Information provided in Tab 6

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INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 11 OF 16

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 Miami International Airport, Terminal F, 3rd floor
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PROPOSAL DOCUMENTS	WAS THE INFORMATION/DOCUMENTS PROVIDED?	NOTES
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1. Staffing Plan: Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations:	Y	Information provided in Tab 6
(i) Organizational chart specific to MIA operations, also noting decision-making responsibilities. Resumes of key staff members should be provided.	Y	Information provided in Tab 6
(ii) Describe the proposed staffing requirements with a summary of the duties for management/supervisory positions in detail.	Y	Information provided in Tab 6
(iii) Staffing level and schedule to illustrate proposed coverage of operating hours.	Y	Information provided in Tab 6
(iv) The amount of time each management/ supervisory staff member will spend on site each week	Y	Information provided in Tab 6
(v) Provide emergency operations staffing procedures.	Y	Information provided in Tab 6
(vi) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider.	Y	Information provided in Tab 6

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04		CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS		RFP DUE DATE: APRIL 15, 2005 PAGE 12 OF 16
NAME OF PROPOSER: Miami International Airport Pharmacy ADDRESS: dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3 rd floor 6950 NW 77 Court, Miami PHONE / FAX NO.: 305-266-9000 / 305-262-9286 E-MAIL ADDRESS: rturner@bijouxturner.com CONTACT PERSON: Rosa Turner PACKAGE NO. Four (4)		
PROPOSAL DOCUMENTS	WAS THE INFORMATION/DOCUMENTS PROVIDED?	NOTES

Describe Proposer's labor and training practices. Please provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization, as well as similar information for any proposed Sub-tenants with whom Proposer already has agreements in principle or commitment letters:		Information provided in Tab 6, did not provide the employee handbook. However, reference that employee are provided handbook during training, Page 264
(i) Provide employee handbook, if any	Y	Information provided in Tab 6
(ii) Briefly describe recruiting techniques and sources of management and non-management labor.	Y	Information provided in Tab 6
(iii) Briefly describe any motivation programs or incentives Proposer has in place for its employees and discuss if they will be extended to the Sub-tenant's employees if applicable.	Y	Information provided in Tab 6
2. Customer Service Philosophy and Programs: The Department considers the performance of high quality customer service paramount to the improvement and prosperity of the concession programs. Therefore, the Proposer will provide:		
(i) Customer service-training program or any training or education programs that the Proposer will offer,	Y	Information provided in Tab 6
(ii) A description of the goals and objectives with regard to customer service,	Y	Information provided in Tab 6

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NAME OF PROPOSER: ADDRESS: PHONE / FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami International Airport Pharmacy dba Terminal Rexall Pharmacy (Bijoux Turner) Miami International Airport, Terminal F, 3rd floor 6950 NW 77 Court, Miami 305-266-9000 / 305-262-9286 rturner@bijouxturner.com Rosa Turner Four (4)
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(iii) Examples of customer service surveys,	Y	Information provided in Tab 6
(iv) The proposed customer service survey program's, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed Customer Service Plan.	Y	Information provided in Tab 6
(v) Speed of service standards.	Y	Information provided in Tab 6
(VI) Customer service policies and quality assurance procedures.	Y	Information provided in Tab 6
(vii) Customer guarantees, exchange or refund policies.	Y	Information provided in Tab 6
(viii) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.)	Y	Information provided in Tab 6
(ix) List credit cards that will be accepted.	Y	Information provided in Tab 6
(x) List retail shipping and gift-wrap services that will be made available.	Y	Information provided in Tab 6
(xi) List specific market research tools that you will use, such as surveys, focus groups, convention and visitor bureau data collection, video monitoring, store customer counts, etc.	Y	Information provided in Tab 6
(xii) Describe the types of customer service research that you will use, such as mystery shopping services or customer comment cards.	Y	Information provided in Tab 6
(xiii) List any other services that will be provided.	Y	Information provided in Tab 6

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In addition, describe how Proposer will address the special needs of travelers, specific to the MIA market, such as families with small children, senior citizens, people with disabilities, and non-English speakers.	Y	Information provided in Tab 6
<u>Employee Training Practices:</u> Submit a summary of the proposed employee-training program to describe its strengths versus other retail industry employee training programs. At a minimum, please discuss the following: (i) Methods and sources for recruiting on-site staff	Y	Information provided in Tab 6
(ii) Employee recognition or incentive programs	Y	Information provided in Tab 6
(iii) Development of customer service training programs aimed at increasing passenger satisfaction and revenues	Y	Information provided in Tab 6
(iv) Will programs be provided often enough to be effective	Y	Information provided in Tab 6
3. Retail Trends/Airport Understanding: Demonstrate understanding of local and national market retailing trends and how those trends will be integrated into the merchandising plan.	Y	Information provided in Tab 6
Demonstrate Proposer's understanding of the airport environment, including, for example, airport user shopping patterns and the operational and logistics nuances the airport environment presents	Y	Information provided in Tab 6

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4. Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following:	Y	Information provided in Tab 6
(i) Sales reporting program	Y	Information provided in Tab 6
(ii) Sub-tenant coordination, if applicable	N/A	Information provided in Tab 6, no sub-tenants, "... will not be engaging in any property management functions"
(iii) Sub-tenant assistance, if applicable	N/A	Information provided in Tab 6, no subtenants, "... will not be engaging in any property management functions"
(iv) Sub-tenant administration and compliance/ enforcement plan, if applicable	N/A	Information provided in Tab 6, no sub-tenants, "... will not be engaging in any property management functions"
(v) Procedures to evaluate unit productivity and to upgrade or replace under-performing locations.	Y	Information provided in Tab 6
<u>Hours of Operation:</u> Submit Proposer's understanding of the hours of operations and the related staffing requirements, per Location, to adequately serve the traveling public. Describe the importance Proposer places on hours of operation	Y	Information provided in Tab 6

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12. Facility Maintenance and Operations Plan Submit the proposed facility maintenance plan indicating the method and frequency by which Proposer intends to maintain all Locations and the administrative support space in a first class manner. (i) Describe your policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in both the Proposer's Locations and Sub-tenant Locations.	Y	Information provided in Tab 6
(ii) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling.	Y	Information provided in Tab 6

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NAME OF PROPOSER: ADDRESS: PHONE/FAX NO.: E-MAIL ADDRESS: CONTACT PERSON: PACKAGE NO.	Miami To Go 1717 North Bayshore Drive, Suite 2700, Miami, FL 33132 305-381-7884 / 305-381-8085 / 1- 888-MIAMI TO GO miamitogo@aol.com Carole Ann Taylor Four (4)
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PROPOSAL DOCUMENTS	WAS THE INFORMATION	NOTES
	/ DOCUMENTS PROVIDED?	
PROPOSER'S CHECKLIST	Y	
MINIMUM QUALIFICATIONS (PACKAGES THREE AND FOUR)		
II. QUALIFYING ENTITIES If the Proposer forms a new entity for the purpose of responding to this solicitation, this entity must fulfill the minimum requirements associated with this Solicitation for at least fifty percent (50%) of the equity interest of the organization defined as "qualified" Proposer. Evidence of satisfaction of the minimum requirements must be presented as a component of this RFP in "Appendix A", "Minimum Qualification and Technical Proposal Form".	N/A	
If the Proposer is a corporation, the Proposer who shall be responsible for the operation of the Retail Concession(s) pursuant to the RFP and supervision of the General Manager, must have the experience required above and present evidence thereof.	Y	Binder #2, Pages 1-4 and 459-460
If the Proposer is a partnership or an individual, the majority interest of the individual himself or the partner, who shall be responsible for the operation of the Retail Concession(s) pursuant to the RFP and supervision of the General Manager, must have the experience and present evidence thereof.	N/A	
If the Proposer is a newly formed joint venture, for purposes of this RFP, at least one of the majority joint venture partners must have the experience required above and present evidence thereof.	N/A	

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NAME OF PROPOSER: Miami To Go
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The Proposer shall demonstrate how it meets the qualifying responsibilities by including this information in the "Minimum Qualification and Technical Proposal Form", Appendix A, component of this RFP. Financial statements must be submitted to evidence the above gross sales requirements for each Proposer.	Y	Binder #2, Pages 1 - 165
In the event all Sub-tenants are not in place at the time of the Proposal submittal, the Proposer must submit evidence of interest to participate from interested parties who will meet the minimum qualifications or certify that all proposed Sub-tenants will meet these qualifications.	N/A	
Disadvantaged Business Enterprise Participation Plan/Provision (Appendix C)	N/A	Small Business Package – No DBE goal
Acknowledgement of Addenda (Appendix D) (Six (6) Addenda)	Y	Acknowledged six (6) addenda
Proposal Bond Guarantee (Appendix E)	N	Provided Guarantee Deposit
Lobbyist Registration for Oral Presentations (Appendix F)	Y	Not Legible
Local Business Preference (Appendix I)	Y	Provided a copy of public account inquiry of Miami-Dade County occupational license, 7 employees
Bidders Single Execution Affidavits and Conditions of Award Certificates (Appendix J)	Y	
Affidavit 1- Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	Y	
Affidavit 2- Miami-Dade County Debarment Disclosure Affidavit Pursuant to Ordinance 93-129	Y	
Affidavit 3 - Criminal Record	Y	

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Affidavit 4 - Individuals and entities doing business with the County not Current in their Obligations to the County Affidavits	Y	
Affidavit 5- Disclosure of Ownership Affidavit	Y	Did not complete pg. AFF-12
Affidavit 6 - Code of Business Ethics Affidavit	Y	
Affidavit 7A – County Contractors Employment and Procurement Practices Affidavit	N/A	Filed exemption
Affidavit 7B -Affirmative Action Plan/Procurement Exemption Affidavit	Y	
Condition of Award Certifications (Submittal with Qualifications Statement Optional)		
Disability Nondiscrimination Certification (Resolution No. R-182-00)	N	Condition of award
Family Leave Certification (Resolution No. R-183-00)	N	Condition of award
Domestic Leave Compliance Certification (Resolution No. R-185-00)	N	Condition of award
Currently Due Fees and Taxes Verification (Ordinance No. 00-30)	N	Condition of award
Drug Free Work Place Certification (Ordinance No. 00-30)	N	Condition of award
Subcontractor/Supplier Listing (Ordinance Nos. 97-104 & 00-30)	N	Condition of award
Subcontracting Policies Statements (Ordinance No. 97-35) (Also required, but no format (insert page is provided)	N	Condition of award
Proof of Authorization to do Business (Also required, but no format (insert page is provided)	Y	Provided in Binder 2 Pg. 9

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DESCRIPTION OF TECHNICAL PACKAGE		
Minimum Qualification and Technical Proposal Form Questionnaire Form (Appendix A)	Y	
1. Minimum Annual Guarantee Proposal Form (Appendix B)	Y	Provided MAG form
3. Not Used		
4. Table of Contents All pages of the Minimum Qualification and Technical Proposal Form, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.	Y	Information provided in Tab "Table of Contents"
5. Executive Summary Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP. The summary shall include a brief statement of the understanding and approach of the concessions program and should provide a concise summary of the strategies and qualifications of the team with regard to the program objectives and scope of services. This summary should be brief and concise and advise the reader of the Proposer's basic services offered, experience, qualifications, and staff. The summary should be limited to three (3) typewritten pages.	Y	Information provided in Tab "Executive Summary" Pages 1 - 3

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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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6. Financial Capacity to Perform		
(i) Capital Investment Proposer shall submit a financial plan, which will indicate the source of funding to be used for capital improvements, and the amount of working capital the Proposer determines will be required to maintain operations. Additional information will include, but not be limited to estimated costs for improvements with projected expenses for leasehold improvements and/or furniture, fixtures and equipment	Y	Information provided in Tab "Financial Capacity to Perform" Pages 5 – 84, Binder #1, Binder # 2, Pages 26 – 165
(ii) References The Proposer must list three business references and three financial references (credit, trade or bank) related to its business operations during the past three years Proposer must use the format provided in the exhibit.	Y	Binder # 2, Pg. 99
(iii) Financial Background Information a) Balance Sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting current financial conditions	Y	Refer to Binder #1 Section "Financial Capacity to Perform", Pages 16-84, and provided 2002-2003 Income Statement(s) Corporation
b) Interim balance Sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements	Y	Information provided in Tab "Financial Capacity to Perform" Pages 7 – 84 Binder #1 and Binder #2, Pages 26 - 165

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(IV) Requested information from Subsidiaries	Y	Page 85 Binder #1 & Binder #2, Pg. 166 - "Page left blank intentionally"
7. Experience and Qualifications Statement		
(i) Names and addresses of shopping centers or airport programs developed and managed or operated by the Proposer in the prior five years.	Y	Information provided in Tab "Experience and Qualifications Statement" Pages 87 – 107 Binder #1 and Binder #2, Pages 175 - 201 Page 88 and Binder #2, Page 176 – Listing provided
(ii) Per unit listing of all locations for Proposer's experience in airport, transportation centers, retail shopping centers, or marketplaces. The facility name; Location; square footage; type of operation; annual gross revenue; annual airport or property owner rent; percentage rent; required customer service efforts, or any other details of the rent structure as well should be included. Also provide a listing of percentage rents specific to concession or shop concepts.	Y	Page 89 Binder #1 and Binder #2, Page 177 – Per Unit listing provided
(iii) Highlights of the merchandising concepts for each Location.	Y	Pages 90 – 104 Binder #1 and Binder #2, Pages 178 - 192 Listing provided
(iv) A detailed corporate history of development or management experience.	Y	Page 105 Binder #1 and Binder #2, Page 193
(v) Provide examples of marketing programs undertaken to promote sales and customer service in the locations, including samples of advertisements, promotional materials, flyers, coupons, etc.	Y	Page 106 Binder #1 and Binder #2, pages 194-199

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(vi) Provide information on quality monitoring programs that Proposer has implemented at other venues. This shall include both descriptive information and sample evaluation forms from quality audits, performance standard evaluations, or other similar programs.	Y	Page 107 Binder #1 and Binder #2, Page 200
(vii) Other information that supports Proposer's development / management /operations experience as it pertains to the Proposal	Y	Page 108 Binder #1 and Binder #2, Page 201 – "Page left intentionally blank"
8. Developing, Design and Constructing Proposers shall submit a narrative description and drawings or photographs of the proposed capital improvements to be made to the common area Location (only for those applicable packages), and the dominant design theme in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements.	Y	Binder # 1, Information provided in Tab "Developing, Designing and Constructing" Binder #2, Page 202 "Page left blank intentionally"
All Proposers must provide information on the percentage of equity of any partnerships formed and an estimate of working capital and reserves. Equity shares should be specified on the form and on additional sheets, if necessary. Proposers should specify the source of funds (cash, bank loan, etc.) for the start-up costs.	Y	Tab "Financial Capacity to Perform", page 7

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Layout Plan: Provide a drawing depicting the overall layout plan which includes, but is not limited to, the following information: (i) A description of store adjacency issues and their placement philosophies.	Y	Binder #2, Page 204 and twelve (12) drawings provided
(ii) Photographs or conceptual renderings of proposed concepts.	Y	
(iv) Examples of floor plans, renderings or elevations Proposer should discuss its experience in airport concession program expansion planning or similar experience elsewhere, demonstrating experience in airport operations, security and locations. Identify its in-house architectural capabilities or any architectural design teams to be used, specifying prior experience in the design and design review of airport, and shopping locations (including resumes and project experience) with photographs attached.	Y	Information provided in Binder #2, Page 205 Binder #2, Pages 207 – 228 with timeline provided
The Proposer must also provide its procedures for coordinating design and construction, including but not limited to, field inspection and tenant assistance, as well as, its understanding of the Miami-Dade Building Department permitting process.	Y	Binder # 2, Page 228

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9. Leasing Plan Concept Plan: Provide a description of the proposed concept plan, demonstrating an understanding of local and national market retailing trends and how and why those trends will be integrated into the plan. For each Location, using Exhibit A "Concession Locations", identify the proposed concept. For each proposed concept, Proposer must include, at minimum, a letter of interest. Additionally, for each Location, the following must be discussed.	Y	Information provided in Tab "Leasing Plan" Pages 117 – 125 Binder #1 and Binder #2, Pages 456 – 464 Concept plan provided on pages 117 – 118 Binder #1 and Binder #2, Pages 456-457 Letter of interest provided on Page 119 and Binder #2, Page 458
(i) Proposer's previous experience with proposed concessionaires/concepts.	Y	Information provided on Pages 120 – 121, Binder #1 and Binder #2, Pages 459 - 460
(ii) Examples of tailoring concepts to particular markets; explain how a Sub-tenant is selected for a specific concept	Y	Binder # 1, Page 122 and Binder #2, Page 461
(iii) Whether the proposed concepts suit a particular market. The Department expects Proposers to offer concepts that reflect the concept category identified by the Department.	Y	Binder # 1, Pages 123 – 124 and Binder #2, Pages 462 - 463
(iv) The existing market area shopper profiles, area competition, and other situational market conditions that support the recommendations for tenancies.	Y	Binder # 1, Page 125 and Binder #2, Page 464
(v) Sales and Revenue/Financial Projections: Proposers should provide a realistic estimate of the expected annual Gross Receipts and rent goals to be derived from the proposed operations.	Y	Binder # 1, Page 125 and Binder #2, Page 464
10. Not Applicable	N/A	

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<p>11. Managing, Operating and Maintaining</p> <p>Indicate years of experience in property management, including the centers managed both presently and in recent years. Provide sales, sales per Enplanement if applicable, square footage managed, and number of units managed</p>	Y	<p>Information provided in Tab "Managing, Operating and Maintaining" Pages 130 – 199 Binder #1 and Binder #2, Pages 229 - 422</p>
<p>Identify the elements from past experiences that may be applicable to working at this Airport.</p>	Y	<p>Page 131 Binder #1 and Binder #2, Page 230</p>
<p>Demonstrate your understanding of an airport environment, including your understanding of additional safety and security measures that will need to be taken at this Airport. Indicate differences in shopping behavior, importance of speed of service, value pricing, hours of operation, etc.</p>	Y	<p>Page 131-132, Binder #1 and Binder #2, Page 230-231</p>
<p>Market Basket Pricing: Submit a Market Basket Pricing management and methodology plan, pursuant to the Department's guidelines as outlined in the RFP, to include the procedures used to monitor and enforce the street pricing program. Also indicate how the company currently monitors prices.</p>	Y	<p>Pages 133 – 134 Binder #1 and Binder #2, Pages 232 - 233</p>
<p>1. Staffing Plan: Provide the following details relating to the Proposer's staffing to meet its management, and operations obligations:</p>		
<p>(i) Organizational chart specific to MIA operations, also noting decision-</p>		<p>Pages 135 – 146 Binder #1 and</p>

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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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making responsibilities. Resumes of key staff members should be provided.	Y	Binder #2, Pages 234 - 246
(ii) Describe the proposed staffing requirements with a summary of the duties for management/supervisory positions in detail.	Y	Pages 147 – 157 Binder #1 and Binder #2, Pages 247 - 257
(iii) Staffing level and schedule to illustrate proposed coverage of operating hours.	Y	Page 158 Binder #1 and Binder #2, Page 258
(iv) The amount of time each management/ supervisory staff member will spend on site each week	Y	Page 159 Binder #1 and Binder #2, Page 259
(v) Provide emergency operations staffing procedures.	Y	Pages 160 – 164 Binder #1 and Binder #2, Pages 260 - 262
(vi) Specifically point out any activities that will be performed off-site (i.e., at a corporate headquarters or regional office) or by a third-party provider.	Y	Page 163 Binder #1 and Binder #2, Pages 263
Describe Proposer's labor and training practices. Please provide the following information regarding the labor and training practices which will be used at MIA regarding Proposer's own organization, as well as similar information for any proposed Sub-tenants with whom Proposer already has agreements in principle or commitment letters:		Page 164 Binder #1 and Binder #2, Page 264
(i) Provide employee handbook, if any	Y	Binder #2, Pages 265 - 422
(ii) Briefly describe recruiting techniques and sources of management and non-management labor.	Y	Page 166 Binder #1 and Binder #2, Page 423

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 12 OF 15

NAME OF PROPOSER: Miami To Go
ADDRESS: 1717 North Bayshore Drive, Suite 2700, Miami, FL 33132
PHONE/FAX NO.: 305-381-7884 / 305-381-8085 / 1-888-MIAMI TO GO
E-MAIL ADDRESS: miamitogo@aol.com
CONTACT PERSON: Carole Ann Taylor
PACKAGE NO.: Four (4)

PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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(iii) Briefly describe any motivation programs or incentives Proposer has in place for its employees and discuss if they will be extended to the Sub-tenant's employees if applicable.	Y	Page 167, Binder # 1 and Binder #2, Page 424
2. Customer Service Philosophy and Programs: The Department considers the performance of high quality customer service paramount to the improvement and prosperity of the concession programs. Therefore, the Proposer will provide:		
(i) Customer service-training program or any training or education programs that the Proposer will offer,	Y	Page 168 Binder #1 and Binder #2, Page 425
(ii) A description of the goals and objectives with regard to customer service,	Y	Page 169 Binder #1 and Binder #2, Page 426
(iii) Examples of customer service surveys,	Y	Pages 171 – 172 Binder #1 and Binder #2, Pages 427 - 428
(iv) The proposed customer service survey program's, frequency of use, data analysis methodology, and sample summary reports, and finally a proposed Customer Service Plan.	Y	Page 173 Binder #1 and Binder #2, Page 429
(v) Speed of service standards.	Y	Page 174 Binder #1 and Binder #2, Page 430
(vi) Customer service policies and quality assurance procedures.	Y	Page 175 Binder #1 and Binder #2, Page 431
(vii) Customer guarantees, exchange or refund policies.	Y	Page 176 Binder #1 and Binder #2, Page 432
(viii) Customer complaint/comment policies (how they will be received, how they will be addressed, etc.)	Y	Page 177 Binder #1 and Binder #2, Page 433

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 13 OF 15

NAME OF PROPOSER: Miami To Go
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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(ix) List credit cards that will be accepted.	Y	Page 178 Binder #1 and Binder #2, Page 434
(x) List retail shipping and gift-wrap services that will be made available.	Y	Page 179 Binder #1 and Binder #2, Page 435
(xi) List specific market research tools that you will use, such as surveys, focus groups, convention and visitor bureau data collection, video monitoring, store customer counts, etc.	Y	Page 180 Binder #1 and Binder #2, Page 436
(xii) Describe the types of customer service research that you will use, such as mystery shopping services or customer comment cards.	Y	Page 181 Binder #1 and Binder #2, Page 437
(xiii) List any other services that will be provided.	Y	Page 182 Binder #1 and Binder #2, Page 438
In addition, describe how Proposer will address the special needs of travelers, specific to the MIA market, such as families with small children, senior citizens, people with disabilities, and non-English speakers.	Y	Page 183 Binder #1 and Binder #2, Page 439
<u>Employee Training Practices:</u> Submit a summary of the proposed employee-training program to describe its strengths versus other retail industry employee training programs. At a minimum, please discuss the following: (i) Methods and sources for recruiting on-site staff	Y	Page 184 Binder #1 and Binder #2, Page 440
(ii) Employee recognition or incentive programs	Y	Page 185 Binder #1 and Binder #2, Page 441
(iii) Development of customer service training programs aimed at increasing passenger satisfaction and revenues	Y	Page 186 Binder #1 and Binder #2, Page 442

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 14 OF 15

NAME OF PROPOSER: Miami To Go
ADDRESS: 1717 North Bayshore Drive, Suite 2700, Miami, FL 33132
PHONE/FAX NO.: 305-381-7884 / 305-381-8085 / 1-888-MIAMI TO GO
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CONTACT PERSON: Carole Ann Taylor
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
(iv) Will programs be provided often enough to be effective	Y	Page 187 Binder #1 and Binder #2, Page 443
3. Retail Trends/Airport Understanding: Demonstrate understanding of local and national market retailing trends and how those trends will be integrated into the merchandising plan.	Y	Page 188 Binder #1 and Binder #2, Page 444
Demonstrate Proposer's understanding of the airport environment, including, for example, airport user shopping patterns and the operational and logistics nuances the airport environment presents	Y	Page 188 Binder #1 and Binder #2, Page 444
4. Property Management Plan: Describe Proposer's opinion as to the day to day property management approach and how Proposer intends to implement it in this program, as well as the following:	Y	Page 189 Binder #1 and Binder #2, Page 445
(i) Sales reporting program	Y	Pages 190 – 192 Binder #1 and Binder #2, Pages 446-448
(ii) Sub-tenant coordination, if applicable	N/A	
(iii) Sub-tenant assistance, if applicable	N/A	
(iv) Sub-tenant administration and compliance/ enforcement plan, if applicable	N/A	
(v) Procedures to evaluate unit productivity and to upgrade or replace under-performing locations.	Y	Page 192 Binder #1 and Binder #2, Page 232

REQUEST FOR PROPOSAL NORTH/SOUTH RETAIL CONCESSIONS PROGRAM RFP No.: MDAD-01-04	CONTRACT MEASURES: NOT APPLICABLE
INVENTORY OF SUBMITTED PROPOSALS	RFP DUE DATE: APRIL 15, 2005 PAGE 15 OF 15

NAME OF PROPOSER: Miami To Go
ADDRESS: 1717 North Bayshore Drive, Suite 2700, Miami, FL 33132
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PROPOSAL DOCUMENTS	WAS THE INFORMATION /DOCUMENTS PROVIDED?	NOTES
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replace under-performing locations.		
<u>Hours of Operation:</u> Submit Proposer's understanding of the hours of operations and the related staffing requirements, per Location, to adequately serve the traveling public. Describe the importance Proposer places on hours of operation	Y	Page 193 Binder #1 and Binder #2, Page 449
12. Facility Maintenance and Operations Plan Submit the proposed facility maintenance plan indicating the method and frequency by which Proposer intends to maintain all Locations and the administrative support space in a first class manner. (i) Describe your policy for maintenance and repairs and replacement of equipment, displays, fixtures and carpeting in both the Proposer's Locations and Sub-tenant Locations.	Y	Information provided in Tab "Facility Maintenance and Operations Plan" Pages 194 – 196 Binder #1 and Binder #2, Pages 450-452 Information provided in Tab "Managing, Operating and Maintaining" Pages 197 - 199, Binder #1 Policy provided on Pages 194 – 196 Binder #1 and Binder #2, Pages 450 – 452. Inspection report provided on Page Binder #1, Page 197 and Binder #2, Page 453
(ii) Provide a plan to handle concession servicing including delivery, storage, trash removal, and recycling.	Y	Safety audit report provided on Pages 198-199 Binder #1 and Binder #2, Pages 454 - 455 Page 195 Binder #1 and Binder #2, Page 451

FORM (CONFORMED) OF LEASE AND CONCESSION

AGREEMENT BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

CONCESSIONAIRE

FOR THE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM

AT

MIAMI INTERNATIONAL AIRPORT

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* Affidavits and Condition of Award Certificates will be executed upon award.

DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

The terms "**Agreement**" shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term "**Airport**" shall mean Miami International Airport.

The term "**Approved Improvements**" are the improvements to a Location, which have been approved by the Department which may include the design, equipment, fixtures, flooring, and signage.

The term "**Approved Locations**" shall mean those locations listed in Exhibit A.

The term "**As Is**" shall mean the Concessionaire will receive a portion of the Location without the requirement of capital investment.

The term "**Base Building Work**" shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which the County installs or causes to be installed in the terminal building. Base Building Work includes delivery of portions of the Locations, other than AS IS Locations, in Shell Condition.

The term "**Beneficial Occupancy**" shall mean the date when a Certificate of Occupancy or Temporary Certificate of Occupancy has been received.

The term "**Board**" shall mean Board of County Commissioners of Miami-Dade County.

The term "**Capital Improvement Program**" or "**CIP**" shall mean the Airport's construction program that will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements throughout the Airport.

The term "**Central Terminal**" shall mean the area of the terminal building and concourses, within the central part of the terminal area, landside or airside, which is now known as Concourses E-G.

The term "**Code**" shall mean the Code of Miami-Dade County, Florida.

The term "**Common Logistics Fee**" shall mean an amount to be invoiced as a separate line item and collected from any Sub-tenants by the Concessionaire for common logistical support services.

The term "**Concessionaire**" shall mean the person, firm, or entity that enters into this Lease and Concession Agreement with the County.

The term "**Consumer Price Index**" or "CPI" shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics known as the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average: All items.

The term "**County**" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department.

The term "**Director**" shall mean the Director of the Miami-Dade Aviation Department or the Director's designee.

The term "**Disadvantaged Business Enterprises**" or "**DBE**" shall have the meaning ascribed in Article 14 entitled "Disadvantaged Business Enterprises".

The term "**Enplanement**" shall mean airline passenger(s) who departs MIA from the North Terminal or South Terminal to a destination including International and Domestic travelers.

The term "**Extension**" shall mean the addition of two separate one (1) year terms following the initial nine year term and each one (1) year extension must be approved.

The term "**Gross Revenues**", as used in this Agreement, shall mean all monies paid or payable to or consideration of determinable value received by the Concessionaire or its Sub-tenants in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash, credit or rebate basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan.

The term "**Initial Minimum Investment**" shall mean the minimum required investment of two hundred dollars per square foot (\$200.00 psf) by the Concessionaire per Location for Approved Improvements.

The term "**Lease Effective Date**" shall mean the tenth (10th) business day after the date of execution by the County Manager and attestation by the Clerk of the Board of the Lease and Concession Agreement.

The term "**Location(s)**" shall mean the concession locations as depicted on Exhibit A, "Concession Locations".

The term "**Location Commencement Date**" shall mean for each Location, the earlier of the date of Beneficial Occupancy or 120 days after the Turnover Date.

The term "**Nonexclusivity**" shall mean in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by others in other Locations at the Airport during the term of the Agreement.

The term "**Market Basket**" shall mean that MIA concession store prices shall not exceed 10% of a stated market basket of a selection of three (3) Greater Miami Area locations where visitors may purchase similar product categories.

The term "**North Terminal**" shall mean the area of the terminal building and concourses, within the north part of the terminal area, landside or airside now known as Concourses A-D.

The term "**Proposal**" shall mean a Proposer's written response to the Solicitation.

The term "**Refurbishment of Locations**" shall mean the refurbishment and expenditure by the Concessionaire or its Sub-tenants of not less than fifty dollars per square foot (\$50psf) for approved improvements no less than five (5) years after the Location Commencement Date.

The term "**Request for Proposal**" or "**RFP**" shall mean this RFP No. MDAD-01-04, and all associated Addenda, Exhibits, Forms, Affidavits and Attachments.

The term "**Retail**" when used in this Agreement shall mean those newsstand and retail Locations as depicted in Exhibit A of the Lease and Concession Agreement.

The term "**Retail Concession Design Guidelines**" shall mean MIA's distinct design guidelines in the North, Central, and South Terminal as set forth in Exhibit E.

The term "**Shell Condition**" shall mean smooth concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of each Location or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts ("**HVAC**"), fire alarm system and fire sprinkler system.

The term "**Small Business**" shall mean a business with annual gross sales of three million dollars or less, regardless of the number of employees, and with its principal place of business in Dade County, Florida. (Ord. No. 79-35 Paragraph 2, 6-5-79)

The term "**South Terminal**" shall mean the area of the terminal building and concourses, within the south part of the terminal area, landside or airside which is now known as Concourse H, and a new J Concourse and connecting concession and public locations.

The term "**State**" shall mean the State of Florida.

The term "**Sub-Lease**" shall mean the contractual agreement between the Concessionaire and its Sub-tenant.

The term "**Sub-tenant**" shall mean any person, firm, entity or organization, entering into an agreement with Concessionaire for sale, retail products to the public at the Airport at a Location.

The term "**Term**" shall mean an initial nine (9) year term commencing on the Lease Effective Date.

The term “TSA” shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.

The term “**Turnover Date**” shall mean the date approved by the Department for the Concessionaire to commence construction of a Location.

**FORM OF LEASE AND CONCESSION AGREEMENT
FOR A NON-EXCLUSIVE
CONCESSIONAIRE
FOR THE NORTH/SOUTH RETAIL CONCESSIONS PROGRAM
AT
MIAMI INTERNATIONAL AIRPORT**

THIS LEASE AND CONCESSION AGREEMENT is made and entered into as of this _____ day of _____, 200__, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and _____, ("Concessionaire"), a _____ Corporation authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the Department desires to create a retail concessions program in conjunction with the development program for the North, Central, and South Terminal projects; and

WHEREAS, the concessions program is designed to provide a locally, nationally, and internationally recognized themed tenant base; and

WHEREAS, the retail concessions program will enhance the accommodations and conveniences of airline passengers and Airport patrons, and project a positive image of the Airport, Department, and the County to visitors, as further described herein; and

WHEREAS, Request for Proposal, RFP No. MDAD-01-04 was issued by the Department and in response to the Request for Proposal, the County received proposals and an award has been made to the Concessionaire,

NOW, THEREFORE, in consideration of the Locations, Agreements, and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – TERM, EXTENSION AND LOCATIONS

- 1.01 TERM:** The Department hereby leases to the Concessionaire the Concession Locations, Exhibit A, for a term commencing upon the Lease Effective Date of this Agreement; which shall expire at 11:59 o'clock P.M. on the date nine (9) years from the Lease Effective Date unless sooner terminated. The term of the Agreement awarded to the Concessionaire shall be nine (9) years commencing on the Lease Effective Date unless sooner terminated. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Locations (or any part thereof) after the expiration, termination of the Agreement.

If the turnover to the Concessionaire of any locations is such that the Concessionaire or its Sub-tenant will not have a full five (5) year period in which to conduct its business operations within any such affected Location, during the term of the Agreement including any extension thereto, the Department hereby agrees to reimburse the Concessionaire or its Sub-tenant for each month of delay by the Department to the Concessionaire in the turnover of any Locations by an amount equal to one-sixty (1/60th) of the unamortized investment in Improvements which have been approved by MDAD invested in such affected Location(s). The Concessionaire hereby agrees that it shall be obligated to reimburse the Sub-Tenant these amounts, as applicable.

- 1.02 EXTENSION:** At the sole discretion of the Department, the initial nine (9) year term may be extended for a maximum of two separate one (1) year terms provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

In the event the Department elects to extend the Agreement, the Concessionaire shall be notified, in writing, no less than one hundred twenty (120) calendar days prior to the expiration of the initial term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department one hundred (100) days prior to the expiration of that term of its intent not to agree to the extension. A second one (1) year extension may be established by adherence to the procedures set forth above by extension of the initial term. In the event the Department does not give such notice, the Agreement shall expire accordingly.

In the event the Successful Proposer is in default, pursuant to Article 12 "Default and Termination by County" of the Lease and Concession Agreement beyond applicable grace and cure periods, the Department shall not exercise its rights to extend the Agreement.

- 1.03 LOCATIONS:** The Department hereby identifies to the Concessionaire the Locations as depicted in Exhibit A, Concession Locations.
- 1.04 SUPPORT SPACE:** In addition to the Locations provided to the Concessionaire in Sub-Article 1.03 "Locations", the Department may provide if available to the Concessionaire administrative and support space.

The Concessionaire shall pay monthly rental payments for the Concessionaire's Office is at the rate applicable for terminal rental payments and annual adjustments as provided for in Sub-Article 1.06 Annual Rental.

The Concessionaire's Office may be relocated or replaced, at The Department's sole cost and expense. The replacement space provided by the Department shall be carpeted and have paintable walls, finished ceilings, electrical outlets, telephone lines and light fixtures.

- 1.05 STORAGE SPACE:** The Department may make available to the Concessionaire storage space if available. To the extent necessary, the Concessionaire must make arrangements for storage space within the Locations or use off-Airport properties.

1.06 COMMON WAREHOUSE SYSTEM: Due to the fact that storage space is limited in this Agreement and such space is separate from the Locations, should the Concessionaire determine, in its sole discretion, the need to use off-Airport properties for storage space, the Concessionaire shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service with respect to the delivery and storage of Sub-tenants' merchandise, inventory, equipment and supplies to a central commissary warehouse location off of the Airport and the re-delivery of Sub-tenants' merchandise, inventory, equipment and supplies to each of the Sub-tenants' Locations at the Airport.

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATIONS:

- A. ADDITION OF PERMANENT LOCATION:** If at any time after the Lease Effective Date, the Department, at its sole discretion, identifies any additional Location for concession development comparable to the concept categories in this Agreement, the Department may, but is not required to, offer such additional Location to the Concessionaire upon written notification. The Concessionaire will have thirty (30) calendar days to submit a written response accepting or rejecting the additional Location. Acceptance of any additional Location will require the Department and the Concessionaire to mutually agree upon an applicable retail category as described in Exhibit A "Space Summary" at the applicable category percentage fee, Sub-Article 3.05, Retail Category Percentage Fee, prior to final approval.
- B. ADDITION OF TEMPORARY STORE LOCATION:** The Department reserves the right to require the Concessionaire to provide, and cause to be operated, temporary units until such time as the Concessionaire can install permanent Locations. Any rents for these locations are subject to the terms of this Agreement. The square footage for these temporary Locations shall not be included in the calculation of the Minimum Annual Guarantee pursuant to Sub-Article 3.01. All such concepts, plans, fixtures, equipment and merchandising are subject to review and approval by the Department and, to the extent necessary, other County agencies.
- C. DELETION OR MODIFICATION OF LOCATIONS:** The Department reserves the right, at its sole discretion, to delete or modify any of the Locations due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Concessionaire shall be given no less than: (i) thirty (30) calendar days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) calendar days written notice, for such deletion or modification due to development/construction.

The Department shall not be held liable to the Concessionaire or its Sub-Tenants (except for reimbursement of the unamortized costs, pursuant to **Sub-Article 4.30 "Reimbursement of Improvement Costs"**) for any inconvenience or loss of business as a result of the deletion or modification of any Locations pursuant to this Sub-Article.

- D. ADMINISTRATIVE REVISIONS:** This Agreement shall be administratively revised to reflect any additions, deletions or modifications to the Locations pursuant to the provisions herein. Such revision will include revised exhibits and appropriate changes to the Locations in **Sub-Article 1.03 "Locations"** or Sub-Article 1.04 Support Space and total payments due the Department in accordance with Article 3, Rentals, Payments and Reports and Article 2 Use of Locations.
- 1.08 NONEXCLUSIVITY:** This Agreement is nonexclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive services, products or items by other concessionaires and/or others in other locations at the Airport during the Term of this Agreement.
- 1.09 "AS IS" LOCATIONS:** CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING ALL LOCATIONS TO THE CONCESSIONAIRE ON AN "AS IS" BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATIONS including: (i) the quality, nature, adequacy and physical condition and aspects of the Locations, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Locations; (iii) the development potential of the Locations, the use of the Locations, and the habitability, merchantability, or fitness, suitability, value or adequacy of the Locations for any particular purpose; (iv) the zoning or other legal status of the Locations or any other public or private restrictions on use of the Locations; (v) the compliance of the Locations or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Locations; (vii) the quality of any labor and materials used in any improvements on the Locations; (viii) the condition of title to the Locations; (ix) the agreements affecting the Locations; and (x) the Proposal submitted by Concessionaire to the Department, including any statements relating to the potential success or profitability of such Proposal. Concessionaire represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Locations in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Locations to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work.
- 1.10 CAPITAL IMPROVEMENT PROGRAM:** The Capital Improvement Program (CIP) is currently underway and will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Locations, and **THE DEPARTMENT**

NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THIS AGREEMENT. The Department shall use reasonable good faith efforts to the extent possible, so as to mitigate any adverse impact on the business operations of Locations that will not be demolished by the CIP.

- 1.11 REQUEST FOR PROPOSAL INCORPORATED:** The Concessionaire acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposal (RFP), that was the basis for the award of this Agreement and upon which the County relied. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THIS LEASE AND CONCESSION AGREEMENT AND THE RFP OR THE PROPOSAL, THE TERMS OF SAID AGREEMENT SHALL GOVERN.

ARTICLE 2 – USE OF LOCATIONS

- 2.01 LOCATIONS:** The Locations as referenced in Exhibit A, “Locations” shall be used solely for its assigned and approved concept category unless otherwise modified pursuant to Sub-Article 2.03. “New Concepts” Failure to maintain the concept category pursuant to Article 2 “Use of Locations” may result in penalties as indicated in Sub-Article 3.24 “Penalties”.
- 2.02 USE OF LOCATIONS:** The Concessionaire shall have the right, privilege, and obligation to finance, design and construct, lease, manage, operate, and maintain the Locations, depicted in Exhibit A, “Locations”, for the purpose of establishing high quality, state of the art retail concessions as approved by the Department.
- 2.03 CONCESSIONAIRE SERVICES AND SALES RIGHTS:** The Concessionaire shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any sales by the Concessionaire or Concessionaire’s Sub-tenants of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a violation. In the event of such violation, the Concessionaire shall discontinue or cause its Sub-tenants to discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Concessionaire or its Sub-tenants to discontinue such sales within 24 hours shall subject the Concessionaire to penalties pursuant to Sub-Article 3.24 “Penalties”. Upon the assessment of thirty (30) days of penalties and direction of the Director for a Location operated by a Sub-tenant, the Concessionaire shall tender a notice of default to the Sub-tenant(s) in violation, with copies of said default notice to the Director and pursue all remedies available in law and equity to cease such actions. Failure of the Concessionaire to: (i) notify the Sub-tenant(s) of the default, (ii) pursue all remedies available to cease the unauthorized sales or services shall be an event of default and grounds for termination of this Agreement.
- 2.04 NEW CONCEPTS:** The Concessionaire and the Department may modify, by mutual agreement, certain concepts within the established categories and among the Locations. The proposed new concept as agreed to by the Department and the Concessionaire will be

reflected in a revised Exhibit A, a revised Percentage Fee as applicable for the category as provided for in Article 3 "Rentals, Payments and Reports", and a revised Article 2 "Use of Locations".

- 2.05 SCOPE OF SERVICES:** The Concessionaire hereby agrees that it will finance, design and construct, lease, manage, operate and maintain the Locations depicted in Exhibit A, "Locations", for the purpose of establishing high quality, state of the art retail concessions as approved by the Department. Its responsibilities are further defined but not limited to the following:

A. Financing:

The Concessionaire shall offer financial assistance to its Sub-tenants so they may finance the improvements for their Locations at no more than the Prime interest rate plus four percent Restricted to Disadvantaged Business Enterprise (DBE) only.

Be capable of financing the design, construction and build out of the Locations depicted on Exhibit A, "Concession Locations".

Develop a financial plan indicating the source of funding for capital investment and continued maintenance and operation of the Locations.

B. Developing:

The Concessionaire shall design a concession program, and fulfilling the concept categories and submit annually a merchandising plan identifying the product categories within each Location for each Location. The Concessionaire will be responsible for updating the store layout plan and merchandising plan no less than annually or as necessary throughout the term of the Agreement, providing suggestions as needed for Sub-tenants for each concept for consideration by the Department.

C. Design and Construction Coordination:

Design and Construction Coordination requirements are detailed in Sub-Article 4 Improvements to the Locations.

D. Leasing:

The Concessionaire shall be responsible for leasing/subleasing as follows:

1. Coordinate its leasing process with the Department, obtaining approval of each Sub-Lease agreement, prior to subleasing.
2. Develop, subject to review and approval by the Department, a standard Sub-tenant Lease Agreement, if subleasing is conducted, in accordance with Article 20, "Sub-Leases" of the Lease and Concession Agreement no later than thirty (30) days from the Lease Effective Date of the Lease and Concession Agreement.

3. Perform background checks and investigate all prospective sub-tenants, including partners, joint ventures, and other key participants. Prepare and make available to the Department, if requested, background check summaries.
4. Negotiate Sub-Leases with potential Sub-tenants to include, but not be limited to:
 - a. Negotiating financial terms with potential Sub-tenants in accordance with the Department's approved key business terms and baseline pro-forma.
 - b. Preparing term sheets of potential sub-tenant deals, outlining all business terms for the Department's approval.
5. Prepare the appropriate Sub-Tenant lease agreement and exhibits.

Sub-Lease agreements shall:

- (1) Not extend beyond the expiration date or termination date of the Lease and Concession Agreement.
- (2) Contain comparable terms and conditions as may be applicable to those contained in the Lease and Concession Agreement.

E. DBE Plan

1. Maximize DBE and local participation by meeting or exceeding the DBE goal under this Lease and Concession Agreement.
2. Develop, implement, manage, and monitor a program to identify and include Local/Small/DBE businesses in the concession programs.
3. Describe the extent and type of DBE subleasing in the Program.
4. Submit a DBE community outreach program for concession opportunities, and local business opportunities subject to the Department's approval.

F. Managing

The Concessionaire shall:

1. Design a concession program fulfilling the concept category and submit a merchandising plan for annual review until expiration of the Agreement identifying the product categories for each Location. The Concessionaire will review the store layout plan no less than annually and update the store layout as necessary throughout the Agreement.
2. Manage the Locations in a way that maximizes the highest and best use and financial return to the Department.
3. Monitor and enforce compliance with the terms and conditions of the Lease and Concession Agreement and any sub-lease concession agreements, including but not limited to, use clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of fees, rent, and signage.
4. Function as operations liaison between the Department, governmental agencies, Sub-Tenants and others.
5. Maintain permanent records for each Location leased.

6. Maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).
7. Establish and maintain for the Department a potential Sub-tenant database, including the preparation of correspondence with potential Sub-tenants.
8. Develop, maintain and make available if requested, all files, including those of any Sub-tenants, to include copies of licenses, permits, insurance certificates, and letters of credit.
9. Provide from time to time, as requested by the Department, annual financial statements demonstrating its financial capacity to perform its obligations under the terms of the Agreement for the Concessionaire under Package Three and Four. The Concessionaire under Package One and Two shall submit annual audited financial annually to demonstrate its financial capacity to perform as requested by the Department.

G. Operating

The Concessionaire shall:

1. Provide quality control audits and reports, including maintenance of the street pricing requirements covering compliance with contract requirements, cleanliness of the Location, timeliness of service, quality of the product
2. Generate monthly reports to the Department, including sales by unit, concept and Location.
3. Develop annual revenue projections by month, by Sub-Tenant if applicable, by Location, concession category, and product category to be updated on a regular basis.
4. Generate and provide the Department monthly airport revenue reports, and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analyses as may be requested periodically by the Department, including number of transactions per hour, average sales per transaction, and sales per product category.
5. Provide on-site staff to perform daily functions as required by the Scope of Services and the Standards of Operations identified in this Lease and Concession Agreement, subject to acceptance by the Department
6. Ensure compliance, or cause Sub-Tenants to comply with the Department and other governmental agency ID Badging requirements.
7. Implement any new policies, and procedures, and operational directives as issued from time to time by the Department.
8. Ensure payment is submitted with the Monthly Report of Gross Revenues to the Department.
9. Respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance. The Concessionaire and/or its Sub-tenants will submit its/their customer service-training program within thirty (30) days of the Effective Date of the Agreement, for the Department's review and approval.

10. Coordinate and implement regular employee customer service training programs, to include employees from both the Concessionaire and its Sub-tenants, if applicable.
11. Participate and shall cause any Sub-tenant to participate in an airport-wide customer service program implemented by the Department.
12. Developing and implementing marketing and promotions program for its Locations. However, the Department will implement a Terminal Wide Marketing Program for the Department's concession program-, which will be funded by the Concessionaires through the payment of a marketing services fee of ½ of 1% of gross sales.

H. Maintaining

The Concessionaire shall:

1. Maintain or cause to maintain the Locations pursuant to Department standards, which may be promulgated from time to time.
2. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.

2.06 ANNUAL PLAN SUBMISSION: The Concessionaire shall prepare a marketing plan. The marketing plan shall be submitted to the Department on or before ninety (90) calendar days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion. If MDAD disapproves the plan, the Concessionaire shall operate in substantial conformity with all such plans approved by the Department as may be modified from time to time.

The Department reserves the right to request at any time any further submission of plans.

2.07 PROHIBITED ACTIVITIES: Without limiting any other provision herein, Concessionaire or its Sub-Tenants shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) advertise or hold any distress, fire, or bankruptcy sales, (b) cause or permit anything to be done, in or about the Locations, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the MIA Terminal Building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the MIA Terminal Building; (c) commit or suffer to be committed any waste upon the Locations; (d) use, or allow the Locations to be used, for any improper or unlawful purpose; (e) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board of County Commissioners, or the appearance of the Airport; or (f) construct any improvement on or attach any equipment to the roof of the Airport. Except as required to permit Concessionaire or its Sub-Tenants to perform its maintenance and repair obligations under this Agreement, Concessionaire or its Sub-Tenants shall not gain access to the roof of the MIA terminal building without the consent of the Department, which may be withheld in the Department's sole and absolute discretion.

ARTICLE 3 – RENTALS, PAYMENTS AND REPORTS

3.01 MINIMUM ANNUAL GUARANTEE (MAG): Minimum Annual Guarantee (MAG):

As consideration for the privilege to engage in business at Miami International Airport in addition to the Locations rent, the Concessionaire shall pay a MAG of \$_____.

The MAG payment shall commence three hundred and sixty five (365) days from the Lease Effective Date of the Agreement and shall be in U.S. funds, prorated and payable in twelve equal monthly payments on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

After the first year of the Lease Effective Date, and every year thereafter, during the term of the Agreement including any extensions thereto, the MAG will be adjusted in accordance with sub-article 3.03 Recalculation of the Minimum Annual Guarantee. After three hundred and sixty five (365) days from the Lease Effective Date, the MAG payment is due and payable for all Locations which have received Beneficial Occupancy or for which 120 days have elapsed after the Turnover Date, whichever occurs first. The payment will be prorated on the percentage of the total square feet for each Location which has received Beneficial Occupancy or for which 120 days have elapsed after the Turnover Date. Reference Exhibit I, Monthly Report of Gross Revenues.

Example for the Minimum Annual Guarantee (MAG) calculation:

Locations which have received Beneficial Occupancy or for which 120 days have elapsed after the Turnover Date:

<u>Locations</u>	<u>Square Footage</u>	<u>Percent</u>
H2-RT08	1,157	3%

Total square footage is divided by the square footage for each Location to obtain the percentage of total square feet of each Location.

Total square footage is 36,742 (i.e. Package "X") is divided by the Location square footage of 1,157 square feet (H2-RT08) which equals the percentage rate to be applied to the annual MAG. If the MAG is \$2 million dollars, then 3% of the MAG is \$60,000.00 and is due and payable in twelve equal monthly payments on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

- 3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS: The Concessionaire understands and agrees, as a condition precedent to the County's consideration of the proposal, that the terms and conditions of Sub-Article 3.01 "Minimum Annual Guarantee", and Sub-Article 3.04 "Percentage Fee to the Department" are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, except in the event of an act of God or an event of force majeure as such term is defined in Sub-Article 22.12 "Force Majeure". Nor shall the County be liable for any reduction in sales or

disruptions or delays caused in whole or in part by any of the foregoing at any time during the Term of this Agreement, including any extensions. If the Concessionaire's Locations are so damaged as to significantly impact the Concessionaire's operations for a period in excess of seventy two (72) hours, the Department shall provide a proportionate abatement of the MMAG for that portion of the Locations rendered unusable for that period of time that the County is unable to make repairs required by Sub-Article 6.01 "Department Services".

3.03 RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE: The Minimum Annual Guarantee shall be recalculated annually on November 1st based on the last Fiscal Year statistics reflecting the change between the most recent twelve months to the previous year north and south enplanement figures as compiled by the Department. This percentage change will be applied to the MAG to arrive at the new MAG for the current year. In the event of any overpayment or underpayment, the Department shall credit the Concessionaire with such overpayment or the Concessionaire shall remit to the Department such underpayment within forty-five (45) calendar days, as appropriate.

3.04 PERCENTAGE FEE TO THE DEPARTMENT: The Concessionaire shall pay the Department the total percentage fee of Gross Revenues or the Minimum Monthly Guarantee and monthly rent; whichever is greater for each respective package. The monthly percentage fee shall be due on the 10th day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

The Monthly Percentage Fee payments to the Department shall commence upon the Lease Commencement Date for each Location.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Sub-Article 3.19 "Annual Audit", are considered as having been due on the tenth (10th) day of the month following the month during which the unreported Gross Revenues were received or accrued.

To the extent the Concessionaire and the Department mutually agree to change a concept category for a particular Location, then the corresponding percentage fee, as listed per category in Sub-Article 3.05, "Retail Category Percentage Fee", will be adjusted accordingly.

3.05 RETAIL CATEGORY PERCENTAGE FEE: The Concessionaire shall pay the Department the Percentage Fee for the corresponding category.

The following is the applicable "Percentage Fee per Category" acceptable for each concept category.

CONCEPT CATEGORY	APPLICABLE PERCENTAGE
RETAIL	
Books & Magazines	9%

News & Gifts	16%
Newsstands	13%
Entertainment & Electronics	8%
Fashion Apparel & Accessories	11%
Gift Specialty Shops	13%
Jewelry, Watches & Accessories	14%
Sundries, Personal Care	14%
Travel Accessories	14%
Services	10%

- 3.06 ANNUAL RENTAL:** The Concessionaire shall be required to pay rent for the Locations at the prevailing Class VI Terminal rates for the lease of the Locations in Exhibit A, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in **Article 3.17, Address for Payments**. The Concessionaire shall make rent payments to the County on the "**Location Commencement Date**" for each location.

The Concessionaire shall be required to pay rent for the administrative and support space at the prevailing Class Terminal rental rates which will be prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand. Payments shall commence on the beneficial occupancy date.

The Terminal Class VI rental rates for Locations in Exhibit A is \$56.49 per square foot based on rates in effect as of October 1, 2004.

3.07 NOT USED

- 3.08 ANNUAL RENTAL RATE ADJUSTMENT:** On October 1 of each year of the Agreement, the cost-based rental rates, pursuant to Article 3.06, Annual Rental, applicable to the Locations rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such

October 1 date. Such adjusted rental rates shall be reflected by letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

- 3.09 COMMON WAREHOUSE LOGISTICS FEE:** The actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Concessionaire from time to time, shall be included in the Common Logistics Fee. The Common Logistics Fee shall be reimbursed to the Concessionaire by its Sub-tenants on a non-discriminatory basis for all similarly situated Sub-tenants. The Concessionaire shall not be entitled to charge Sub-tenants for any of the Concessionaire's internal administrative expenses in managing the common logistical support service program as part of the Common Logistics Fee. All funds received by Concessionaire as part of the Common Logistics Fee shall not be included in Concessionaire's Gross Revenues for any and all purposes of this Agreement, it being recognized by the Department that any such payments by Sub-tenants to the Concessionaire shall not be included in the calculation of the Percentage Fee, if any, due from Concessionaire to the Department as provided for in Sub-Article 3.04 "Percentage Fee to the County". The Department reserves the right to review the basis of the actual costs and allocation thereof should the Concessionaire elect to implement a common logistics support service program. The Department also reserves the right to either itself impose or require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner within store categories.
- 3.10 CONCESSION MARKETING FEE:** A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the 20th of each month to be used for marketing the concessions at the Airport.
- 3.11 MAG PERFORMANCE BOND:** Within thirty (30) calendar days of the award of this Agreement, the Concessionaire shall provide the Department a MAG and Rent Performance Bond. Concessionaire shall keep such MAG and Rent Performance Bond in full force and effect during the Term of this Agreement including all extensions of the Term, as applicable, and, thereafter, until all financial obligations, reports or other requirements of this Agreement are satisfied. The MAG and Rent Performance Bond shall be a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the Department for the payments required hereunder. The MAG and Rent Performance Bond shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The Surety shall initially be in an amount equal to seventy-five percent (75%) of the MAG and Rent thereafter increased as necessary to reflect any increases in the MAG.

The Department may draw upon such payment security instrument, if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable

notice and cure periods specified herein. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the bond will be returned to Concessionaire within one hundred eighty (180) calendar days after the end of the Term or any Extension of the Term.

- 3.12 TAXES:** The Concessionaire shall be solely responsible for the payment of all applicable sales, use or other taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest and penalties levied thereon. The Concessionaire hereby agrees to indemnify the Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
- 3.13 REPORTS OF GROSS REVENUES:** On or before the tenth (10th) calendar day following the end of each month throughout the Term of this Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall report each Location under this Agreement, together with any percentage fee due to the Department pursuant to Sub-Article 3.04 "Percentage Fee to the Department". The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire, and identify all Gross Revenues reported to the Concessionaire during such month. Failure to comply within ten (10) calendar days following the due date of the report shall result in a late fee penalty of \$50 per day, as provided in Sub-Article 3.24 "Penalties".
- 3.14 OTHER REPORTS:** The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days written notice of the format and frequency required for said financial data and operating statistics.
- 3.15 LATE PAYMENT:** In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rate is 1½% delinquency charge per month.
- 3.16 DISHONORED CHECK OR DRAFT:** In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS (\$25.00), if the face value of the dishonored check or draft is fifty dollars (\$50.00) or less, THIRTY DOLLARS (\$30.00) if the face value of the dishonored check or

draft is more than fifty dollars (\$50.00) and less than three hundred dollars (\$300.00), or FORTY DOLLARS (\$40.00), if the face value of the dishonored check is three hundred dollars (\$300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus penalties imposed by law (Fla. Stat. 832.08 and Fla. Stat. 125.0105). Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

3.17 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable, as required by this Agreement, to the following:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 592616
Miami, Florida 33159

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7383.

3.18 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.19 ANNUAL AUDIT: Within one hundred eighty (180) calendar days of each anniversary of the Effective Date of this Agreement and within one hundred twenty (120) calendar days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees separately stating its and each Sub-tenants Gross Revenues, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit G "Independent Auditor's Report", shall include a schedule of monthly

Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department.

3.20 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Locations located on the Airport, the Department shall give reasonable advance notice to the Concessionaire

The Department shall further have the right, upon reasonable written notice to the Concessionaire at the sole cost of the Department except as specified below, to examine or designate a representative to examine the books and records of the Concessionaire which relate to its operations on the Locations to determine the correctness of the percentage fees paid by the Concessionaire to the Department for any or all of the Agreement periods immediately preceding such examination. At least ten (10) days prior written notice shall be provided by the Department to the Concessionaire to examine any such books and records which may be located in offices of the Concessionaire, which are not located in the Airport. If, as a result of such examination, it is established that the percentage fees for any period examined have been underpaid to the Department, the Concessionaire shall forthwith, upon written demand from the Department, pay the difference to the Department, together with interest thereon at the rate set forth in Sub-Article 3.15 "Late Payment" from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid percentage fees for any period examined by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of

this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, the Concessionaire shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

In addition to the foregoing, the Department reserves the right to review any and all fees imposed by the Concessionaire to each Sub-Tenant and the basis of such fee and allocation to each Sub-Tenant.

3.21 RECORDS AND REPORTS: The Concessionaire shall, at all times during the term hereof and in accordance with applicable law, maintain at the Concessionaire's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Locations, in a form consistent with good accounting practice. In addition, Concessionaire shall cause to be installed for use at all times in each Location such devices and forms as are reasonably necessary to record properly, accurately and completely all Sub-tenant's merchandise sales and services from each Location. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

The Concessionaire shall account or shall cause its Sub-Tenants to account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Concessionaire (and of the Sub-Tenants, as the case may be) and which supports the amounts reported to the Department in the Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

1. Concessionaire's bank account statements (separate bank accounts shall be maintained for receipts from Sub-Tenants' payments to the Concessionaire and no receipts from any other source shall be deposited in such accounts);
2. A compiled report of transactions by Location showing all Gross Revenues and all exclusions from Gross Revenues by category, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Department on the Concessionaire's monthly "Revenue Reports"; and
3. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of the Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written

notice from the Department, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Sub-Tenant's sales, shall be made available, either at the Locations, or at the Department's option, at the offices of the Department, for inspection by Department through its duly authorized representatives at any time for up to three (3) years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Locations will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

3.22 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due and subject to an administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.

3.23 UTILITIES: The cost of all utilities used or consumed on the Locations shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's Office at the Airport, the Concessionaire shall be entitled to pass the cost of all utilities used or consumed to the Sub-Tenants at the same rates as billed to the Concessionaire without any administrative mark-up or profit. Unless the Locations are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install or cause the Sub-Tenants to provide and install meters for utilities used at the Concessionaire's or its Sub-Tenant's expense. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) calendar days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephones and telephone service hook-up, data lines and additional electrical and communications services required.

The Department shall have no obligation to provide additional utilities to the locations listed in Sub-Article 1.03 "Locations" and Sub-Article 1.04 "Support Space".

3.24 PENALTIES: If Concessionaire or its Sub-Tenants default under any of the covenants or terms and conditions enumerated herein, the Department may elect to impose the financial penalties described below, as a result of the violation(s), on a daily basis, in addition to any

other penalties permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

<u>Violation</u>	<u>Fee</u>
Violation of Permitted Use of a Location	\$100 per day/per Location
Failure to Maintain Required Hours of Operation	\$ 25 per hour/per Location
Failure to Submit Required Documents and Reports	\$ 50 per day/per Location
Unauthorized Advertising	\$ 50 per day/per Location
Failure to maintain Location clean	\$ 50 per day/per Location
Failure to maintain Market Basket Pricing or to conduct the surveys as required	\$ 50 per day/per Location
Installation of Unapproved Items in Locations	\$ 50 per day/per Location

The foregoing is due and payable from the Concessionaire; however, it shall not be construed as prohibiting the Concessionaire from imposing the financial penalties described above, as a result of the Sub-Tenant's violation(s), on a daily basis, on the applicable Sub-Tenants, in addition to any other penalties permissible by law and/or pursuant to the provisions of the sub-lease agreements, until said violations are remedied by the applicable Sub-Tenants.

- 3.25 PAYMENT SECURITY:** The Concessionaire shall provide the County with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required hereunder in an amount equal to three times the minimum monthly guarantee, plus rental including any State sales/use taxes as may be applicable and required by law. This requirement shall be met no later than the Lease Effective Date of the Agreement. The payment security shall be kept in full force throughout the term of this Agreement or extension thereof. The Department may draw upon such payment security instrument if the Concessionaire fails to pay the fees and charges required within the time limits specified herein.

ARTICLE 4 – IMPROVEMENTS TO THE LOCATIONS

- 4.01 IMPROVEMENTS TO LOCATIONS:** The Concessionaire shall be required to invest a minimum (the "Initial Minimum Investment") of two hundred dollars per square foot (\$200.00 psf), for Approved Improvements for the design, engineering, construction, furniture, fixtures and equipment excluding interior signage and inventory) for each Location listed in Exhibit A and any additional location taken by the Concessionaire pursuant to Sub-Article 1.07(A) "Addition of Permanent Location". Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of such soft costs to be permitted to included as Approved Improvements shall be fifteen percent (15%). If a Location is not completed within the one hundred twenty (120) calendar days from the Turnover Date for such Location, a penalty may be imposed, pursuant to Sub-Article 3.24 "Penalties", in addition to the commencement of the MAG. All improvements shall be subject to review and approval by the Department. The Department may, with mutual agreement, fund certain

improvements needed to support the concession space and allow the Concessionaire to build such improvements in compliance with MDAD TAC procedures.

It is the intent of the parties that Approved Improvements may include but are not limited to the décor, remodeling of the wall and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans, as such term is defined in Sub-Article 4.02 "Design of Improvements".

Improvements not constituting Approved Improvements shall include improvements that (i) are non-fixed, (ii) have not been reimbursed by the Department pursuant to Sub-Article 4.09 "Cost Documentation", and (iii) can be removed without damage to the premises. The Concessionaire is liable and shall indemnify the Department for any damage to the Locations which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as storage space will not be considered as Locations, as stated in Article 4 "Improvements to the Locations" or as an extension of this Agreement, and costs incurred by either the Concessionaire or its Sub-tenants to provide such storage space shall not constitute Approved Improvements.

Within thirty days after the Lease Effective Date, the Concessionaire shall provide or cause its Sub-Tenants to provide to the Department an irrevocable Letter(s) of Credit with automatic renewals, in a form acceptable to the Department, in an amount equal to one hundred percent (100%) of the projected improvement costs for the annual anticipated locations to be constructed. Such Letter of Credit may be released by the Department upon issuance of a Certificate of Occupancy for the built-out Locations.

4.02 DESIGN OF IMPROVEMENTS: Plans for the design of improvements will be in accordance with Exhibit E "Retail Concessions Design Guidelines", Exhibit F "Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures" or Exhibit M "Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures", as applicable, the "MDAD Life Safety Master Plan" and the "MDAD Design Guidelines Manual" (www.Miami-Airport.com) as may be established for the Terminal Retail Program. As plans for the improvement of individual Locations or common area improvements are completed, the Concessionaire shall submit to the Department for review, approval or modification detailed final plans ("Final Plans") and specifications (including materials, colors, textures and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 REFURBISHMENT OF LOCATIONS: The Concessionaire will be required to refurbish the Locations or cause its Sub-Tenants to refurbish their respective Locations no less than five (5) years after the Location Commencement Date.

Approved Improvements for the refurbishment of the Locations shall not be less than fifty dollars per square foot (\$50 psf). There will be no reimbursement or amortization of these costs for refurbishment.

4.04 CONCESSIONAIRE DEVELOPMENT REQUIREMENTS: The Concessionaire, at no expense to the Department, will have an investment requirement to develop and install retail vitrines in the South Terminal as depicted in Exhibit M "Vitrine Locations and Descriptions".

4.05 CERTAIN CONSTRUCTION CONTRACT TERMS: All contracts entered into by the Concessionaire and/or its Sub-Tenants for the construction of the Improvements shall require completion of the improvements within the schedules submitted pursuant to Sub-Article 4.02 "Design of Improvements" and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages to the Department in the event the contractor fails to complete the construction on time. The Concessionaire agrees that it will use its best efforts and shall also require the Sub-Tenants to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

Prior to the commencement of any installation work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Exhibit B, "Surety Performance and Payment Bond" provided by Concessionaire to the Department in the form contained in Exhibit B "Surety Performance and Payment Bond" in the Lease and Concession Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the installation contract.

4.06 IMPROVEMENTS FREE AND CLEAR: The improvements, upon completion, shall immediately become the property of the Department, free and clear of any liens or encumbrances whatsoever, other than the Department's obligation to reimburse the Concessionaire for the un-amortized value of the Approved Improvements as provided in this Agreement. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Locations or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the Department (and the Concessionaire for contracts entered into by Sub-tenants) from the claims of any laborers, subcontractors or material men against the locations or improvements.

4.07 OTHER REQUIREMENTS: The Concessionaire shall or shall cause the Sub-Tenants to apply for and obtain a building permit from the Department for all appropriate inspections and a Certificate of Occupancy upon completion. Within sixty (60) calendar days following the completion of construction of the improvements, the Concessionaire shall furnish or shall cause the Sub-tenants to furnish to the Concessionaire and the Department one complete set each of legible prints (black line), photo mylars and 35 mm aperture card microfilm of construction drawings, and auto cad files revised to "as built", including all pertinent shop and working drawings, copies of all releases of all claims and a copy of the

Certificate of Occupancy provided the Concessionaire does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

No Facility will be allowed to open without obtaining a Temporary Certificate of Occupancy or a Certificate of Occupancy.

Any change in the Location, concept or tenant proposed in response to the Request for Proposals must be approved in writing by the Department. The sub-tenant occupying the Location submitted in response to the Request for Proposal shall be given notice of the proposed change in writing with a copy to the Department and an opportunity to respond in writing to the Department and have an opportunity to be heard by the Department.

- 4.08 REVIEW OF CONSTRUCTION:** The Department shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Concessionaire or the Sub-Tenant and approved by the Department.
- 4.09 COST DOCUMENTATION:** Within one hundred eighty (180) calendar days from the date of Beneficial Occupancy, specifically including those improvements described in Sub-Articles 4.01 "Improvements to Locations", 4.03 "Refurbishment of Locations", and 4.04 "Concessionaire Development Requirements", the Concessionaire shall submit to the Department a certified audit of the monies actually expended in the design and construction of the Approved Improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm ("Auditor"), approved in advance by the Department (the "Certified Audit"). The Concessionaire or the Sub-tenants, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Concessionaire or the Sub-tenants and approved by the Department, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire or the Sub-tenants, as the case may be, as provided in Sub-Article 4.01 "Improvements to Locations". The audit is to be given to the Department's Finance Manager. No non-receipted expenditures will be credited. Concessionaires not submitting certified audits within the allotted time may be billed a penalty of \$50.00 per day. Upon reconciliation, any difference due the Department shall also include an administrative fee of ten per cent (10%) of the monies due the Department on the build-out of the Locations. In the event of any disputes between the Department and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in Sub-Article 17.01 "Incorporation of Trust Agreement by Reference". The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Concessionaire in writing that it has approved or disapproved the certified costs for each Location and the common area improvements detailed in the Certified Audit within sixty (60) days from the date of its receipt of the

Certified Audit. If the Concessionaire fails to submit the Certified Audit within the time prescribed above for any Location, then a penalty will be assessed as noted in Sub-Article 3.24 "Penalties". The Approved Improvement cost for purposes of calculating the County's obligation to reimburse the Concessionaire for un-amortized improvement costs for such Location pursuant to Sub-Article 4.10 "Amortization Schedule" shall equal the lesser of \$200 per square foot or the square footage rate of improvement costs for such Location certified by the Auditor.

If the approved total receipted amount is below the Concessionaire or its Sub-tenant's Initial Minimum Investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay to the Department the difference between the expended amount and the Initial Minimum Investment, within one hundred eighty (180) calendar days from the date of Beneficial Occupancy of the corresponding Location. If the approved total receipted amount is below the Concessionaire or its Sub-tenant's Refurbishment investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay the Department the difference between the expended amount and the Refurbishment Amount within one hundred eighty (180) calendar days from the date of completion of refurbishment.

The Concessionaire shall be entitled to obtain reimbursement of such payments made to the Department from the applicable Sub-tenants who fail to spend the Initial Minimum Investment or the Refurbishment Amount for their specific Locations.

4.10 AMORTIZATION SCHEDULE: The Concessionaire shall amortize its capital investment for a period not to exceed (60) months using the straight-line depreciation method. If, at any time during the term of the Agreement, excluding any extension, the Department requires the deletion and/or modification of any Location, the Department may designate new Locations at its sole discretion and reimburse the Concessionaire the unamortized balance of Approved Improvements for that Location.

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Store displays more than \$500 per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Concessionaire will be required to confirm the Minimum Investment within one hundred twenty (120) calendar days of Beneficial Occupancy for each Location. No non-receipted

expenditures will be credited. If the approved total receipted amount is below the (\$200/psf) minimum, the Concessionaire will be required to pay the Department the difference between the Minimum Investment amount and the actual receipted expenditure within ninety (90) calendar days after billing by the Department.

Concessionaires not submitting a certified audit within the allotted time may be billed a penalty of \$50.00 per day. Upon reconciliation, any difference due the Department shall also include an administrative fee of 25% of the monies due the Department on the build-out of the Locations.

Prior to the commencement of any construction installation or work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Performance and Payment Bond provided by Concessionaire to the Department in the form contained in Exhibit B "Performance and Payment Bond" in the Agreement. The Performance and Payment Bond shall be in full force throughout the term of the installation / construction contract.

- 4.11 CONSTRUCTION PERMIT FEE:** The Concessionaire shall pay a permit fee to the Department for improvements which would customarily be paid to the County's Building Department as a condition to issuance of a permit. The permit fee payable by the Concessionaire to the Department is an amount equal to one per cent (1%) of the construction cost of the improvements. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Concessionaire's and Sub-tenant's plans/specifications. Such fee shall be non-refundable. The Concessionaire shall be entitled to require the Sub-tenants to pay their proportionate share for the budgeted construction hard costs for the improvements to be made by the Sub-tenants in each Location.
- 4.12 CONSTRUCTION SERVICES:** The Concessionaire shall provide at a minimum, but not limited to, the following design and construction services:

1) Concessionaire Improvements

Pursuant to the terms of this Agreement, the Concessionaire shall construct certain improvements. The Department shall provide the Concessionaire with the scope of such improvements and within a reasonable time period to be mutually agreed to by the Concessionaire and the Department, the Concessionaire shall provide the Department with a preliminary estimate of hard and soft costs for such improvements. Once the Department and the Concessionaire have mutually agreed on the scope of the improvements and the preliminary estimates, the Concessionaire shall proceed to design and construct the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

a. Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Locations and administrative support space including those of Sub-Tenants.
2. Coordinate meetings with Sub-Tenants and Sub-Tenant's architects, if applicable, MDAD's architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N Procedures, as well as all other applicable codes and regulations.
4. Provide Sub-Tenants, if applicable, with required information such as, but not limited to, Leasehold Outline or As-Built drawings provided by the Department's Technical Support Division.
5. Provide and coordinate access to Location as necessary.
6. Purchase materials and services, and coordinate the fabrication and installation of the concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

1. Attend or cause Sub-Tenants to attend pre-construction meetings, construction meetings, coordinate construction with Sub-Tenants if applicable, monitor schedule, and coordinate locations development with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to and or cause Sub-Tenants to adhere to MDAD's TAC-N Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Locations, including those of any Sub-Tenants.
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all shell and core Locations including, but not limited to, inspections, delivery, coordination and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.

7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.
9. Review and advise the Department on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Locations.
11. Organize and have available upon request completed project files.
12. Coordinate access to the Location to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location.
14. Submit Record Drawings (As-Built drawings) as per the TAC-N or TAC-R requirements within sixty (60) days from the issuance date of the Certificate of Occupancy, and deliver them to the Department pursuant to the TAC-N or TAC-R procedures.

ARTICLE 5 – STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit K; the "Standards of Operations", Exhibit L, the "MIA Terminal Standards" available on www.miami-airport.com, and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Locations, which the Concessionaire agrees to observe and obey and cause its Sub-Tenants to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Concessionaire. The Concessionaire shall distribute such rules and regulations and operating performance standards to its Sub-Tenants. The Department shall provide the Concessionaire with reasonable prior written notice, not less than fifteen (15) days, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Concessionaire shall implement and comply with all amended requirements, within fifteen (15) days of receipt of an amendment to Exhibit L "Standards of Operation". The Concessionaire shall immediately implement and comply and shall cause its Sub-Tenants to immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

The Concessionaire acknowledges the desire of the Department, as part of its obligation to ensure the highest level of public service, to provide the public and air traveler an adequate range and quality of service. The Department may monitor, test or inspect the Locations at any time through the use of its own personnel, and/or the use of a shopping service, and/or by any other reasonable means that do not unduly interfere with the operation of the

business. The results of such service audits may be employed by the Department to enforce the obligations in this Agreement.

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the Locations, pursuant to Exhibit L "Standards of Operation", as may be amended from time to time. Failure to perform any of the services under this Agreement may result in damages being imposed pursuant to Sub-Article.

5.02 MARKET BASKET PRICING POLICY: The Department has instituted a market basket pricing policy to ensure that Airport prices are comparable to retail outlets and dining facilities in the Miami-Dade County, Florida area to reinforce the objective of making the Airport a more "passenger friendly" airport.

The Concessionaire or its Sub-Tenants shall be required to charge no more than the market basket prices as determined in accordance with the following methodology:

1. **Same or Similar Product Line:** To determine reasonable prices for retail goods which did not have a same or similar store in Miami-Dade County, Concessionaires annually will select three (3) Miami-Dade County off-Airport sites where visitors may purchase similar product lines carried by retail stores in the same product categories. Concessionaire's or Sub-tenant's prices on any specific item may not exceed the average by more than ten percent (10%) of those remaining after eliminating the lowest priced sites. If fewer than three (3) sites carry a specific item, the maximum permissible price shall not exceed the average by more than ten per cent (10%). If fewer than three (3) sites carry the item, the maximum permissible price shall not exceed the average price of all sites carrying the specific item by more than ten per cent (10%). If no other site carries the item, the Concessionaire shall therefore charge a reasonable price; in which case, the Department reserves the right to determine whether the price is reasonable.
2. **Same Store:** For any or all operations where a Concessionaire currently operates the same or similar store in Miami-Dade County, the Concessionaire may not charge charges at the Airport more than ten percent (10%) higher than the off-Airport charges for like or similar merchandise. The Department shall have the right to survey prices at said store and to use these prices for same or similar merchandise as the primary basis for pricing in leased Locations in all Locations. If no other off-Airport site carries the item, the Concessionaire shall therefore charge a reasonable price; in which case, the Department reserves the right to determine whether the price is reasonable.
3. **Price Increases:** The Concessionaire must receive written approval from the Department to increase the price of any item sold or offered by the Concessionaire or its Sub-tenants, and any such request must be accompanied by a price survey demonstrating that the proposed pricing is consistent with the

Market Basket Pricing. The Department reserves the right to visit the locations listed on said price survey to verify price prior to approval.

4. **Price Check Policy:** Prices may be checked periodically to assure compliance with this policy by comparing a selection of items, picked at random from any Location, to similar items in the Market Basket survey. The Department may also appoint professional shoppers to survey and shop Locations.

The Concessionaire or its Sub-tenants who are not in compliance with the provisions of this Sub-Article shall be given seven (7) days to bring all products into compliance. Failure to do so shall subject the Concessionaire to penalties pursuant to Sub-Article 3.24 "Penalties" in the Lease and Concession Agreement and shall constitute a default under this Agreement.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

- A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the terminal building, excluding the Locations. This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the terminal building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the terminal building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Locations at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Concessionaire or its Sub-tenants, and further provided that the Concessionaire shall or shall cause its Sub-tenants to reimburse the Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees, Sub-tenants or invitees. The Concessionaire shall give the Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport, which verbal notice shall be followed by written notice within twenty-four (24) hours) describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder. The Department, except with respect to the As Is Locations shall provide all portions of the Locations to the Concessionaire in Shell Condition.
- B. The Department will provide air conditioning and electrical service as presently existing for the Locations. The Department shall provide to the Concessionaire a utilities matrix which describes the current utilities for each Location within the Locations within thirty (30) days from the Effective Date. All new services,

extensions, and/or relocations of existing utilities in order to properly meet the Concessionaire's operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided at no expense to the Department.

The Department encourages the Concessionaire to provide and install or cause the Sub-tenants to provide and install meters for utilities used at the Concessionaire's or its Sub-tenant's expense

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Locations.

Such maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department. If the Concessionaire's or Sub-Tenant's Locations are of such a condition as to significantly impact the Concessionaire's or a Sub-tenant's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Concessionaire pursuant to this Agreement or the Sub-tenant pursuant to the Sub-lease or license agreement, the Department shall provide a rent abatement for that portion of the Locations rendered unusable for that period of time that the Department is unable to make repairs required by Sub-Article 6.01 "Department Services".

- C. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Locations for the Concessionaire's or its Sub-Tenant's use or for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Locations or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Locations by the Concessionaire or its Sub-Tenants.
1. The Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed for Sub-tenants to operate from the Locations hereunder, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.
 2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the

Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.

3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement relating to the Locations or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Concessionaire under or in connection with this Agreement.
4. The Department shall not be liable to the Concessionaire for any loss of business or damages sustained by the Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the terminal building,

ARTICLE 7—FURNITURE, FIXTURES AND EQUIPMENT

- 7.01 FURNITURE, FIXTURES, AND EQUIPMENT:** Any equipment, furnishings, fixtures and signs installed in the Locations by the Concessionaire, shall be in keeping with the decor of the terminal building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs so installed by the Concessionaire, as provided in Sub-Article 4.01 "Improvements to Locations", shall, except as provided in Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment", be removed from the Locations within five (5) days following the expiration or earlier termination of this Agreement.
- 7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** The Concessionaire will be responsible, at its cost, for ensuring that the Locations and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' locations. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its or its Sub-Tenant's operations or its physical locations to comply with the Department's ADA obligations with respect to the Locations, as the Department in its sole discretion deems reasonably necessary.
- 7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT:** At least thirty (30) calendar days prior to the expiration of this Agreement, or upon termination pursuant to Article 12 "Default and Termination by County" or Article 13 "Claims and Termination by Concessionaire" hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Locations by the Concessionaire or any Sub-tenant:

- (A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Locations within five (5) days following the expiration or earlier termination of this Agreement, subject to the provisions of Sub-Article 4.01 "Improvements to Locations"; or
- (B) Retain any portion of the equipment, furnishings, fixtures, signs, or carts of the Concessionaire or any Sub-Tenant (personal property as referred to in Sub-Article 4.01 "Improvements to Locations") in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any proprietary signs or logos (e.g., brand names owned by, or licensed or franchised to Concessionaire or any Sub-Tenant).

ARTICLE 8 – MAINTENANCE

- 8.01 CLEANING:** The Concessionaire shall, at its cost and expense, keep or cause its Sub-Tenants to keep the Locations clean, neat, orderly, sanitary and presentable at all times. If the Locations are not kept clean in the as provided in the Standards of Operation, Exhibit --the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in penalties being assessed pursuant to Sub-Article 3.24 "Penalties".
- 8.02 REMOVAL OF TRASH:** The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Locations and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal or any Sub-tenant service within the Locations, such service providers must have permits issued by the Department to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. The Concessionaire shall have the right to charge Sub-tenants for a proportionate share of any such costs and expenses incurred to remove and properly dispose of all trash, refuse, and pest control as a result of inactions or actions by the Concessionaire and/or its Sub-tenants of any nature whatsoever. Any trash left or stored in any area visible to the public or edible items not properly contained may result in penalties being assessed pursuant to Sub-Article 3.24 "Penalties".

The Department reserves the right to back charge the Concessionaire for waste disposal a proportionate share in a non-discriminatory manner either indirectly through rental rates or directly by a Department generated bill for actual usage. Such charges shall not exceed the Department's actual costs.

- 8.03 MAINTENANCE AND REPAIR:** Except with respect to the Department's maintenance and repair obligations as set forth in Sub-Article 6.01 "Department Services", the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Locations. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows,

equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Concessionaire or its Sub-tenants specifically as a result of their operation shall remain with the Concessionaire or its Sub-tenants. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Locations to the state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Locations, or with appropriate notice, enter upon the non-public areas of the Locations, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Concessionaire notice no less than two (2) hours in advance so that a representative of either the Concessionaire and/or a representative of the applicable Sub-tenant may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire (or if the Concessionaire fails to cause the Sub-tenant to perform such maintenance) to the satisfaction of the Department within seven (7) calendar days after receipt of such written notice, Department shall have the right to enter upon the Locations and perform such maintenance and charge Concessionaire for such services.

- 8.04 FAILURE TO MAINTAIN:** Upon failure of the Concessionaire or its Sub-tenants to maintain the Locations as provided in this Article 8 "Maintenance", the Department may enter upon the Locations and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs, shall constitute additional rental, and shall be billed to and paid by the Concessionaire, in addition to any penalties imposed by the Department pursuant to Sub-Article 3.24 "Penalties".

Failure to pay said costs upon billing by the Department will cause this Agreement to be in default as stated in Sub-Article 12.02 "Payment Default".

- 8.05 ENVIRONMENTAL RECYCLING:** The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire and/or its Sub-tenants shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program, or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire or its Sub-tenants is the sole responsibility of the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other federal or local regulatory agency.

- 8.06 FIRE PROTECTION AND SAFETY EQUIPMENT:** The Concessionaire and its Sub-tenants must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term of this Agreement, and extensions, if any, or any insurance carrier providing insurance covering any portion of the Locations.

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

- 9.01 NO ASSIGNMENT:** The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Locations, without the prior written consent of the Department.
- 9.02 OWNERSHIP OF THE CONCESSIONAIRE:** Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control of the Concessionaire without the prior written consent of the Department.
- 9.03 CHANGE OF CONTROL:** If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty-percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this Article 9 “Assignment and Ownership”. If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of this Agreement for purposes of this Article 9 “Assignment and Ownership”.

HOLDOVER:

A. With the Department’s Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or no less than seventy percent (70%) of the square footage of the Locations thereof after the termination of this Agreement, by written agreement executed by the Department the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Minimum Monthly Guarantee; as such Minimum Monthly Guarantee is subject to an annual Consumer Price Index adjustment. Such adjustment will be calculated by dividing the most recent Consumer Price Index published immediately prior to the expiration of the Lease and Concession Agreement and the most recent Consumer Price Index published one year immediately prior to the termination date and multiplying such amount by the Minimum Annual Guarantee. The recalculated Minimum Annual Guarantee will be used as the basis for calculating the Minimum Monthly Guarantee. Notwithstanding the adjustment, in no event will any adjustment by the Consumer Price Index cause the Minimum Annual Guarantee for any year to be lower than the

amount of such Minimum Annual Guarantee for the Term. If the Consumer Price Index is discontinued or revised during the Term, any such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

In addition, the Concessionaire shall pay the applicable Monthly Percentage Fee, and monthly installment or rent for the Concessionaire's Office pursuant to Sub-Article 3.06 "Annual Rental" (if Concessionaire remains in such Space), on account of the holdover use and occupancy of the Locations. One-sixtieth (1/60) of any un-amortized investment amounts per store Location owed the Concessionaire by the Department, for the slippage in Location turnover shall be extinguished, for each additional month the Concessionaire or its Sub-tenant remains in possession of any portion of the Locations. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or any part thereof after the termination of this Agreement, without a written agreement executed by the Department, then without limiting the Department's other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter pay on account of its holdover use and occupancy of the Locations a sum, at a rate equal to two times (2x) the amount payable monthly as MMG PLUS Monthly Percentage Fee PLUS monthly installment of the administrative support space annual lease rental pursuant to Sub-Article 3.06 "Annual Rental", and with all additional rent also payable as provided in this Agreement (the "Holdover Charges"). Imposition of Holdover Charges, extinguishes any un-amortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover. The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, the Concessionaire shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the expiration or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire shall indemnify, defend, and hold harmless the Department and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the Department or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principles or any other persons. The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Department or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF CONCESSIONAIRE: Prior to execution of this Agreement by the Department and commencement of the Term of this Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 592075, Miami, Florida 33159-2075 for approval. All insurance shall be maintained throughout the Term and any Extensions, if exercised, of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Concessionaire's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Concessionaire and its Sub-Tenants must show coverage has been obtained that meets the requirements as outlined below during the construction and operation phase of this Agreement:

- A. Workers' Compensation as required by Chapter 440, Florida Statutes.
- B. Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

The Public Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Concessionaire in the performances of this Agreement.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire or its Sub-Tenants allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

- 11.02 CERTIFICATE CONTINUITY:** The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with Article 11 "Insurance" remain in force for the duration of this Agreement, including the First Extended Term and Second Extended Term, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates for its and its Sub-Tenants' operations to the Department's Risk Management Unit at a minimum of thirty (30) calendar days before such expiration.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

- 11.03 INSURANCE COMPANY RATING REQUIREMENTS:** All insurance policies required above from the Concessionaire and its Sub-Tenants shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Department's Risk Management Office.

- 11.04 CONCESSIONAIRE LIABLE:** Compliance with the requirements as to carrying insurance in Article 11 "Insurance" shall not relieve the Concessionaire and its Sub-Tenants from liability under any other provision of this Agreement.

- 11.05 CANCELLATION OF INSURANCE OR BONDS:** Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.

- 11.06 RIGHT TO EXAMINE:** The Department reserves the right, upon reasonable notice and at the Department's sole cost and expense, to examine the original policies of insurance of the Concessionaire and its Sub-Tenants (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit or cause its Sub-Tenants to permit such inspection at the offices of the Concessionaire and/or its Sub-Tenants, as may be applicable. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire and/or its Sub-Tenant agree to provide copies to the Department, at the Concessionaire's or Sub-Tenant's sole cost and expense.

- 11.07 PERSONAL PROPERTY:** Any personal property of the Concessionaire or its Sub-Tenants, or of others, placed in the Locations shall be at the sole risk of the Concessionaire or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.
- 11.08 SURVIVAL OF PROVISIONS:** The provisions of Article 11 "Insurance" shall survive the expiration or earlier termination of this Agreement.
- 11.09 INSURANCE REQUIRED OF SUB-TENANTS:** The limits for each type of insurance may be revised upon review and approval of the Sub Tenant's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

The Concessionaire shall cause its Sub-Tenant to provide certificates of insurance indicating the following types of insurance coverage prior to any occupation of the premises:

- A. Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$5,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

The Public Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the contractor(s) in the performances of the construction contract.

- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire or a Sub-tenant allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Safety and Insurance Office.

Certificate Continuity: The Concessionaire and its Sub-tenants shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the contract period, the Sub Concessionaire shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) calendar days before such expiration.

Insurance Company Rating Requirements:

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the MDAD's Safety and Insurance Office.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit or cause such inspection to be permitted at the offices of the Department.

11.10 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

- A. Indemnification, Bonds and Insurance Required from Construction Contractor: The following language, including the indemnification clause, shall be included in all construction contracts between the Concessionaire and its general contractor(s) and subcontractors and shall also be included in all construction contracts between the Sub-tenants and their respective general contractors and subcontractors:

Indemnification: The Contractor shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative, the Lessee of the locations, and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Contractor or its contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective, employees arising out of or relating to the performance of the work covered by the Contract Documents except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that the Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the contract or its performance shall be limited to the greater of \$1 million or the Contract Amount. Further, this indemnification requirement shall not be construed so as to require the Contractor to indemnify any of the above-listed Indemnities to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnatee may have in law, equity, or otherwise.

- B. Surety Performance and Payment Bonds: Pursuant to and in accordance with Section 255.05, Florida Statutes, the Concessionaire or each contractor performing any part of the work for the Concessionaire or its Sub-tenants shall obtain and thereafter at all times during the performance of the work maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit "B", Surety Performance and Payment Bond". Within ten (10) days of issuance, Concessionaire shall record all bonds required by this Agreement in the Department of Public Records of Miami-Dade County. Prior to performing any portion of the Work, the Concessionaire shall deliver to County the Bonds required to be provided by Concessionaire or each contractor as set forth in this Agreement.

All bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$ 500,001 to \$1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over \$10,000,000	A IX

For contracts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
- b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.
- d) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- e) For contracts in excess of \$500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid

Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

- f) Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- g) The attorney-in-fact or other officer who signs a Exhibit B, "Surety Performance and Payment Bond" for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bond shall be delivered to the Department upon execution of the contract between the Concessionaire and its contractor or the Sub-tenant and its contractor, as the case may be.

Insurance Required of Construction Contractor(s): The limits for each type of insurance may be revised upon review and approval of the construction plans. Additional types of insurance coverage may be required if, upon review of the construction plans, the Department reasonably determines that such coverage is necessary or desirable.

The Concessionaire shall cause its contractor(s) and the Sub-tenants' respective contractor(s) to provide certificates of insurance and copies of original policies, if requested, which shall clearly indicate that the construction contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article. Evidence of such coverage must be submitted prior to any construction:

- (A) Workers' Compensation as required by Chapter 440, Florida Statutes.
- (B) Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$5,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Concessionaire must be shown as an additional insured with respect to this coverage.
- (C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Safety and Insurance Office.

Certificate Continuity: The contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force throughout the performance of the contract and until the work has been accepted by the Concessionaire and approved by the Concessionaire and the Department. If insurance certificates are scheduled to expire during the contract period, the contractor(s) shall be

responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) calendar days before such expiration.

Insurance Company Rating Requirements: All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Concessionaire.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The contractor shall be required by the Concessionaire to agree to permit such inspection at the offices of the Department.

Personal Property: Any personal property of the contractor, or of others, placed in the Locations shall be at the sole risk of the contractor or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

ARTICLE 12-- DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Concessionaire (an "Event of Default"). In addition to those defaults defined in Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", and Sub-Article 12.04 "Habitual Default", an Event of Default, may also include one (1) or more of the following occurrences:

- (A) The Concessionaire has violated the terms and conditions of this Agreement;
- (B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the advertising concessions;
- (C) The Concessionaire has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Concessionaire's creditors, or the Concessionaire has taken advantage of any insolvency statute or debtor/creditor law, or the Concessionaire's affairs have been put in the hands of a receiver;
- (D) The occurrence of any act, which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;
- (E) Abandonment or discontinuance of operations by Concessionaire of its business by any act(s) of Concessionaire;

- (F) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations of City at Airport or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same;
- (G) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;
- (H) Failure by Concessionaire to maintain its other equipment in a manner satisfactory to the Director;
- (I) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement;
- (J) The Concessionaire has failed to provide adequate assurances as required under Sub-Article 12.09 "Adequate Assurances";
- (K) The Concessionaire has failed to comply with any provision of Sub-Article 14.07 "Disadvantaged Business Enterprise Participation Plan";
- (L) The Concessionaire has failed in a representation or warranty stated herein; or
- (M) The Concessionaire has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make MAG/MMG payments and Percentage Fee payments and other charges required to be paid herein when due and fails to cure the same within five (5) calendar days after written notice shall constitute a default, and the Department may, at its option, terminate this Agreement after five (5) calendar days notice in writing to the Concessionaire.

12.03 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) calendar days written notice to the Concessionaire to terminate this Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within thirty (30) calendar days after written notice; provided, however, that if it is not reasonably possible to cure such failure within such thirty (30) day period, such cure period shall be extended for an additional period of such duration the Department shall deem appropriate without waiver of any of the Department's rights hereunder, if within the thirty (30) days after such written notice the Concessionaire commences to cure such default and thereafter diligently and continuously continues to cure such default:

- (A) Failure of the Concessionaire to comply with covenants of this Agreement other than those that constitute default pursuant to Sub-Article 12.02 "Payment Default".
- (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (C) Any Event of Default.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Concessionaire has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Concessionaire, regardless of whether the Concessionaire has cured each individual condition of breach or default as provided for in Sub-Article 12.02 "Payment Default" and Sub-Article 12.03 "Other Defaults" above, the Concessionaire may be determined by the Director to be an "habitual violator". At the time that such determination is made the Aviation Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct any subsequent breach(s) or default (s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to the Concessionaire, such termination to be effective upon the seventh (7) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Concessionaire shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Concessionaire shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with Sub-Article 12.10 "Actions at Termination" hereof.

12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs, the Department shall notify the Concessionaire by sending a notice of default Notice, specifying the basis for such Event of Default, and advising the Concessionaire that such default must be cured immediately or this Agreement with the Department may be terminated. The Concessionaire can cure and rectify the Event of Default, to the Department's reasonable satisfaction, within thirty (30) days from Concessionaire's receipt of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the Department's rights hereunder, so long as, the Concessionaire has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The notice of default shall specify the Termination Date by when the Concessionaire shall discontinue the services.

12.06 UNAMORTIZED INVESTMENT EXTINGUISHED: Termination of this Agreement based upon Sub-Article 12.07 "Termination for Abandonment", Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", Sub-Article 12.04 "Habitual Default", or Sub-Article 12.08 "Termination for Cause", shall extinguish any unamortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover dates.

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated in its entirety upon the abandonment by the Concessionaire of the Locations or the voluntary discontinuance of Concessionaire's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, unless such abandonment or discontinuance has been

caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire from providing services on the Locations for the purposes authorized in Article 2 "Use of Locations". The foregoing shall not include periodic Sub-tenant vacancies in individual Locations that may occur from time to time during the Term of this Agreement.

12.08 TERMINATION FOR CAUSE: he Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable. The Department may, as a further sanction, terminate or cancel any other ~~contract(s) that such individual or corporation or joint venture or other entity has with the~~ Department and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the Department through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.09 ADEQUATE ASSURANCES: When, in the opinion of the Department, reasonable grounds for uncertainty exists with respect to the Concessionaire's ability to perform the work or any portion thereof, the Department may request that the Concessionaire, within the time frame set forth in the Department's request, provide adequate assurances to the Department, in writing, of the Concessionaire's ability to perform in accordance with terms of this Agreement. In the event that the Concessionaire fails to provide to the Department the requested assurances within the prescribed time frame, the Department may:

1. Treat such failure as a repudiation of this Agreement; and
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

12.10 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

- (A) Stop all work as specified in the notice to terminate;
- (B) Take such action as may be necessary for the protection and preservation of the Locations and other Department materials and property;

Vacate, quit and surrender, and account for the administrative support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories,

commodities, supplies and other property of the Department, on or before the date of termination.

ARTICLE 13 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing within thirty (30) calendar days of the occurrence of the event to the Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in Sub-Article 18.09 "Notices". The decision of the Director will be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the Department a written appeal addressed to the County Manager. The decision of the County Manager, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) calendar days of the Concessionaire's receipt of such decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Director or the County Manager shall be cause for termination of this Agreement in accordance with Sub-Article 12.03 "Other Defaults". The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement, without liability to the Department, at any time after the occurrence of one or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred eighty (180) calendar days.
- (B) A breach by the Department of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the Department and failure of the Department to remedy such breach for a period of one hundred eighty (180) calendar days after receipt of written notice from the Concessionaire of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's provision of services for a period of one hundred

eighty (180) calendar days.

ARTICLE 14 - DISADVANTAGED BUSINESS ENTERPRISES

- 14.01 DBE REQUIREMENTS:** The Department has established a DBE goal for Package One of 30%, and a DBE goal for Package Two of 30% participation for certified DBE's in connection with this Agreement

The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting DBE revenue and operational expenses, on or before the 10th day of every month.

- 14.02 COUNTING DBE PARTICIPATION TOWARD CONTRACT GOALS:** When a DBE participates in a contract; only the value of the work actually performed by the DBE toward the DBE goal will be counted.

When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract during the complete contract term, equal to the distinct clearly defined portion of the work of the contract that the DBE performs will be counted toward DBE goals as outlined in Appendix C "Disadvantage Business Enterprise Participation Plan/Provision".

Expenditures to a DBE contractor toward DBE goals will be counted only if the DBE is performing a commercially useful function as defined below:

- A. DBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, managing, or supervising the specific identified work.
- B. The Department will determine whether a DBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- C. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
- D. If a DBE does not perform or exercise responsibility for at least their percentage of its participation or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a commercially useful function.
- E. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this Article, the DBE may present evidence to rebut this

presumption. The Department will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

The Department's decision on commercially useful function matters is final.

14.03 DBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING:

Concessionaires may satisfy a part of the DBE goal by Joint Venturing with a DBE. The DBE partner must meet the eligibility standards set forth in 49 CFR Part 23, Subpart F. A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property, capital, efforts, skill, and/or knowledge. The joint venture agreement must specify the following:

- A. Each DBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-DBE JV partner.
- B. The work should be submitted as part of this RFP and annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the DBE joint venture partner should be Store-specific with regards to tasks and Locations. The DBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the concession. Such "minimum amount of aggregate time" is defined as ten hours per week.

Each Joint Venture partner must submit the Monthly Utilization Reports (MURs), in addition to the Monthly Report of DBE Joint Venture Activity (Appendix C, page 12), providing details of how the performance objectives were achieved and providing documentation of the achievement on the DBE form on page 12 of Appendix C. This information should include, but not be limited to:

Details of training sessions, including class rosters and lesson plans.

- 1. Deliverables and work products.
 - 2. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
 - 3. Proof that employees of partners actually work for them (payroll, payroll tax returns, and the like).
- C. Each DBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.
 - D. Each DBE JV partner must perform work that is commensurate with the Agreement.

As described below, each DBE must submit, as part of its DBE Plan, a plan for the achievement of the DBE goal, including Schedule of Participation and the Letter of

Intent from certified DBE's, or who have applied for certification through the Miami-Dade County Department of Business Development, as required by the Disadvantaged Business Enterprise Participation Plan.

Without limiting the requirements of the Agreement, the Department will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Proposal.

14.04 CERTIFICATION-DISADVANTAGED BUSINESS ENTERPRISE (DBE): DBE firms must maintain their certification throughout the term of this Agreement.

14.05 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Subpart F, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Concessionaire has defaulted in the requirement to comply with the provisions of this Article and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to the default language referenced in the Agreement.

The Agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any lease and concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent lease and concession agreements.

14.06 DBE MENTORING, ASSISTANCE AND TRAINING PROGRAM: Consistent with the goal of providing DBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to Sub-Article 14.07 "Disadvantaged Business Enterprises Plan" hereof, each DBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if

needed, which shall include but not be limited to, the following specific duties and responsibilities:

1. Store Operations
 - a. Passenger profile analysis
 - b. Cash handling/sales audit
 - c. Enhancing sales
 - d. Selling to the customer
 - e. Staffing to meet customer levels
 - f. Opening and closing procedures
2. Personnel
 - a. Employment practices
 - b. Compliance with wage and hour laws
 - c. Compliance with County and Airport requirements
 - d. Designing compensation and benefits plans
 - e. Management and staff training to enhance product knowledge and customer service
 - f. Warehousing, packaging and sales reporting of merchandise
3. Design and Display
 - a. Retail layout
 - b. Merchandising techniques
 - c. Visual display techniques
4. Loss Prevention
 - a. External and internal theft
 - b. Shop security
5. Books, Records and Reports
 - a. The books of account and supporting records of the Concessionaire and the Sub-tenant(s) shall be maintained at the principal office and shall be open for inspection by the Department or the DBE Sub-tenant(s) or joint venture(s), upon reasonable prior written notice, during business hours.
 - b. The Concessionaire books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Concessionaire shall provide to the Sub-tenant(s) or joint venture(s), within an agreed upon time after the end of each month during the term of the Agreement, an un-audited operating (i.e., income) statement for the preceding month and for the year to date.
 - c. Reports of the DBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (i.e., components covered; total number of hours of training; training material covered; etc.).

14.07 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN: The Concessionaire shall contract with those firm(s) as are listed on the Concessionaire's DBE Participation Plan and approved by the Department, and shall thereafter neither (i) terminate such DBE firms(s), (ii) reduce the scope of the work to be performed, (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the DBE firm(s) without the prior written authorization of the Department.

The Department shall monitor the compliance of the Concessionaire with the requirements of this provision as referenced in Sub-Article 14.01 "DBE Requirements" during the Term or the First Extended Term and/or Second Extended Term, if applicable. The Department shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, Sub-tenant Gross Revenues, records, records of expenditures, Sub-Tenant Agreements between the Concessionaire and DBEs, and other records pertaining to the DBE Participation Plan.

If at any time the Department has reason to believe that the Concessionaire is in violation of this provision, the Department may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination of this Agreement in whole or in part, unless the Concessionaire demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the Department upon the Concessionaire except pursuant to a hearing conducted by the MDAD Compliance Monitor and/or Aviation Director.

ARTICLE 15- RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Concessionaire shall comply and cause its Sub-Tenants to comply, with the Ordinances of the Department including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued hereunder, all additional laws, statutes, ordinances, regulations and rules of the federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the Department, any penalty, assessment or fine issued against the Department, or to defend in the name of the Department any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees, Sub-tenants or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 15.01 "Rules and Regulations" or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of Sub-Article 15.02 "Violations of Rules and Regulations" and Sub-Article 15.01 "Rules and Regulations" shall be included in every Sub-lease and other

agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-lease and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

- 15.03 PERMITS AND LICENSES:** The Concessionaire shall and cause its Sub-tenants to obtain, pay for and maintain on a current basis and make available to the Department upon request, all permits and licenses as required for the performance of its services hereunder.

ARTICLE 16 – GOVERNING LAW

- 16.01 GOVERNING LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

- 16.02 REGISTERED OFFICE/AGENT JURISDICTION:** The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement. If Concessionaire is a joint venture and not a corporation, the parties to the joint venture hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 17 – TRUST AGREEMENT

- 17.01 INCORPORATION OF TRUST AGREEMENT BY REFERENCE:** Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours.
- 17.02 ADJUSTMENT OF TERMS AND CONDITIONS:** If at any time during the Term or the Extensions thereto, as applicable, a court of competent jurisdiction shall determine that

any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other Concessionaires under other agreements of the Department for the lease or use of locations used for similar purposes, are unjustly discriminatory, the Department, shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals fees and charges required to be paid under this Agreement in such a manner as the Department shall determine is necessary and reasonable so that terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like locations and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the Department has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the Department, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the Department to the Concessionaire.

- 17.03 INSPECTIONS:** The authorized employees and representatives of the Department and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Locations at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the Department to inspect and shall impart no liability on the Department should it not make such inspection(s).
- 17.04 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Concessionaire shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the operations, activities and performance of the Concessionaire in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Concessionaire or third party.
- 17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW:** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. The audit cost will be deducted by the Department from payments from the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 18 – OTHER PROVISIONS

- 18.01 PAYMENT OF TAXES:** The Concessionaire shall pay all taxes lawfully assessed against its interests in the Locations and its services hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute and Event of Default, pursuant to Sub-Article 12.03 “Other Defaults” hereof.
- 18.02 ALTERATIONS BY CONCESSIONAIRE:** The Concessionaire shall not alter or modify the Locations, except in accordance with Article 4 “Improvements to the Locations” herein, without first obtaining written approval from the Department.
- 18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.
- 18.04 ADMINISTRATIVE MODIFICATIONS:** It is understood and agreed to that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of Sub-Article 1.05 “Addition, Deletion and Modification of Locations”, Sub-Article 18.02 “Alterations by Concessionaire”, Sub-Article, 22.02 “Right to Amend”, and Sub-Article 22.04 “Right to Modify”.
- 18.05 SECURITY:** The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the Department.

- 18.06 RIGHTS OF DEPARTMENT AT AIRPORT:** The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and locations at the Airport. The Department shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the Department its employees, or agents.
- 18.07 OTHER DEPARTMENT RIGHTS:** The Concessionaire shall be liable for any physical damage caused to the Locations by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers, or its Sub-tenants. The liability shall encompass: (i) the Concessionaire's repair of the Locations, or if the Locations cannot be repaired, payment to the Department of the fair market value replacement cost of the Locations; and (ii) any other such damages to the Department or the Airport arising from the physical damage caused by the Concessionaire or its Sub-tenants and its employees, agents, contractors, subcontractors or suppliers. The Department may also initiate an action for specific performance and/or injunctive relief.
- 18.08 FEDERAL SUBORDINATION:** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.
- 18.09 NOTICES:** Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County:
(Mailing Address)

Director
Miami-Dade Aviation Department
Post Office Box 592075
Miami, Florida 33159-2075

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Concessionaire:

(Address Here)

with copies to:

(Address Here)

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

- 18.10 SEVERABILITY:** If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement shall be severable.
- 18.11 RIGHTS RESERVED TO DEPARTMENT:** All rights not specifically granted the Concessionaire by this Agreement are reserved to the Department.
- 18.12 DEPARTMENT LIEN:** The Department shall have a lien upon all personal property of the Concessionaire in the Locations to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.
- 18.13 AUTHORIZED USES ONLY:** The Concessionaire shall not use or permit the use of the Locations or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Concessionaire under this Agreement.
- 18.14 NO WAIVER:** There shall be no waiver of the right of the Department to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the Department to demand strict performance of the provisions, terms and covenants of this Agreement with performance hereof by the Concessionaire.
- 18.15 RIGHT TO REGULATE:** Nothing in this Agreement shall be construed to waive or limit the governmental authority of the Department, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.
- 18.16 INTENT OF AGREEMENT:** This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize

non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

18.17 MODIFICATIONS: This Agreement may be modified and revised in writing and duly executed by the parties hereto, except as permitted pursuant to Sub-Article 19.04 "Administrative Modifications", Sub-Article 22.02 "Right to Amend", and Sub-Article 22.04 "Right to Modify". Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

18.18 RADON DISCLOSURE: In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **"Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."**

18.19 TRADEMARKS AND LICENSES: The Department may, from time to time, require the Concessionaire as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the Department granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.

18.20 HEADINGS: The headings of the various Articles and Sub-Articles of this Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

18.21 BINDING EFFECT: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

18.22 GOVERNMENTAL DEPARTMENT: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County as a political subdivision of the State of Florida.

18.23 INDEPENDENT CONTRACTOR: The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.

18.24 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Locations, the leasehold, or the Furniture, Fixtures and Equipment or any portion thereof. Concessionaire or its Sub-Tenants shall not permit or suffer any liens, including mechanics', material men's and tax liens to be imposed upon the Locations, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire or its Sub-Tenants may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to Department in order to clear the record of any such liens. Concessionaire further agrees that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Locations or any personal property or trade fixtures in the Locations, including any Furniture, Fixtures and Equipment or any part thereof or permit any of the foregoing to occur. Concessionaire shall assume the defense of and indemnify and hold harmless Department against any and all liens and charges of any and every nature and kind which may at any time be established against said Locations and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or its Sub-Tenants or as a consequence of the existence of Concessionaire's interest under this Lease.

ARTICLE 19 - SUB-LEASES

19.01 ASSIGNMENT OF SUB-LEASES BY DEPARTMENT: In the event this Agreement is terminated prior to the completion of the Term or any Extensions if exercised, the Department shall have the following rights and obligations regarding the Sub-tenant Agreements then in effect:

- (a) in case of termination without cause by the Department or if the Concessionaire terminates with cause, the Department shall execute an Assignment Agreement as described below with respect to all Sub-lease agreements then in effect; and
- (b) in cases of termination with cause by the Department or if the Concessionaire terminates without cause, refer to Sub-Article 12.07 "Termination for Abandonment", the Department reserves the right to not execute an Assignment Agreement to assume those Sub-tenant Agreements that fail to satisfy any of the following criteria:

- (i) Sub-tenant is not currently in non-monetary default, beyond all applicable notice and cure periods;
- (ii) Sub-tenant has no outstanding uncured material defaults and no material defaults, cured or otherwise, within one (1) year before the proposed date of assignment;
- (iii) Sub-tenant has not had no more than three (3) accumulated defaults of any kind during the previous twelve (12) months under its Sub-lease agreement;
- (iv) Sub-tenant is current regarding all payments of any kind for which it is responsible under its Sub-lease agreement; or
- (v) Sub-tenant has no outstanding claims of default against the Concessionaire in its capacity as landlord under the Sub-lease agreement or has waived any such claims.

In addition to the foregoing, the Department has no obligation to assume any Sub-tenant Agreement which does not (i) conform to the requirements of this Agreement unless each non-conforming provision was explained to the Department and specifically approved prior to execution of the Sub-lease or even if not approved, the non-conforming provisions are not adverse to the Department's interests, as determined in the judgment of the Department, and (ii) the Concessionaire does not execute an Assignment Agreement under which the Concessionaire remains liable for and indemnifies and holds harmless the Department for any claims arising out of the performance of the Sub-lease agreement up to the effective date of the Assignment Agreement.

19.02 DEPARTMENT'S RIGHTS TO APPROVE SUB-LEASES: Concessionaire shall not sub-lease this Agreement or any of the rights and privileges hereunder, or contract for the performance of any of the services to be provided by the Concessionaire hereunder without the Department's prior written approval, which approval may be granted or withheld by Department in the exercise of its sole discretion within fourteen (14) days of receipt of said Sub-lease agreements.

19.03 CONCESSIONAIRE'S SUB-LEASE AGREEMENT REQUIREMENTS: The Concessionaire's Sub-lease agreement(s) must not extend beyond the Term or, if exercised, any Extended Term and must contain comparable terms and conditions, as may be applicable, to those contained herein.

Costs not directly related to a Location of a sub-tenant shall not be imposed upon that sub-tenant except for such costs required by the Department such as the marketing fee and/or common logistics fee.

19.04 SUB-TENANT MINIMUM QUALIFICATIONS REQUIREMENT: The Concessionaire must ensure that each Sub-tenant has a minimum of three (3) years continuous experience within the last ten (10) years in the ownership, management, or operations of a retail location with minimum gross sales of \$250,000 per location per year, per in-line unit, or \$150,000 per year per self contained location (known throughout the industry as retail merchandise units, kiosks, or carts).

ARTICLE 20 - WAIVER OF CLAIMS

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Locations available to the Concessionaire or by reason of any defects or deficiencies in the Locations or in the terminal building including any defect or deficiency in the Locations or in the terminal building which substantially impedes the Concessionaire's or its Sub-tenants' ability to operate a concession at the Location(s) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY: This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

21.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required.

21.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, its Sub-tenants, successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Locations or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.

2. Concessionaire will provide and cause its Sub-tenants to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its locations as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Locations and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
4. Concessionaire assures Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation

Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures Department that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Department.

5. Concessionaire further assures Department that it and its Sub-tenants will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Locations. Concessionaire also assures Department that it will require its contractors and sub-Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-lease agreements at all tiers which are entered into in connection with Concessionaire's services hereunder.
6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
7. Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term, the First Extended Term and/or Second Extended. If applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

21.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally

exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Concessionaire and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.

21.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

21.07 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST: The Concessionaire represents and warrants to the Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of the Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term, the First Extended Term and/or the Second Extended Term, as applicable. .

21.08 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire and the Concessionaire's Sub-tenants of the Locations shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.

21.09 INTEREST: Any sums payable to the Department by the Concessionaire under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

21.10 MISCELLANEOUS PROVISIONS: The Concessionaire, its Sub-tenants and its agents, contractors, sub-contractors and/or employees shall promptly observe and comply with applicable provisions of all federal, State, and local statutes, ordinances, regulations and rules which govern or apply to the Concessionaire or to its services or operations hereunder.

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any Extensions thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the Department hereunder, on the rights and privileges granted to

the Concessionaire herein, on the Locations and on any and all equipment installed on the Locations and the Concessionaire shall make and file all applications, reports, and returns required in connection therewith.

2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire or any of its Sub-tenants, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.
3. The Concessionaire is not authorized to act as the Department's agent hereunder and shall have no authority, express or implied, to act for or bind the Department ~~hereunder and nothing contained in this Agreement shall be deemed or construed by~~ the Department or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the Department the joint employer of any employee of the Concessionaire.
4. The Department, through its designated agents, shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations and the property of the Concessionaire located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.
5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.
6. Time is expressed to be the essence of this Agreement.
7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
8. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.
9. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the County, or if a determination or judgment is to be made by the Department or the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the County.
10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance (see Appendix L). The Proposer shall comply with these requirements.

21.11 FORCE MAJEURE: Strictly in relation to the obligations of each party to the other under this Agreement, and not for any other purpose or for any benefit of a third party and each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by, (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Concessionaire, or (ii) embargo's, general shortages of labor, equipment, locations, materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

21.12 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to Department in the Eligibility and Proposal Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONCESSIONAIRE

ATTEST:

Secretary _____
(Signature and Seal)

(Type Name & Title)

(Legal Name of Corporation)

By: _____
Concessionaire - Signature

Name: _____

(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name

By: _____
Signature

(Type Name & Title)

Legal Name

By: _____
Signature

(Type Name & Title)

Name of Managing Joint Venturer: _____

By: _____
Signature of Authorized Representative of
the Joint Venture

Attest: _____

Witness: _____

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

By: _____
County Manager

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

Assistant County Attorney

By: _____
Deputy Clerk

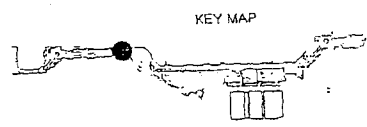
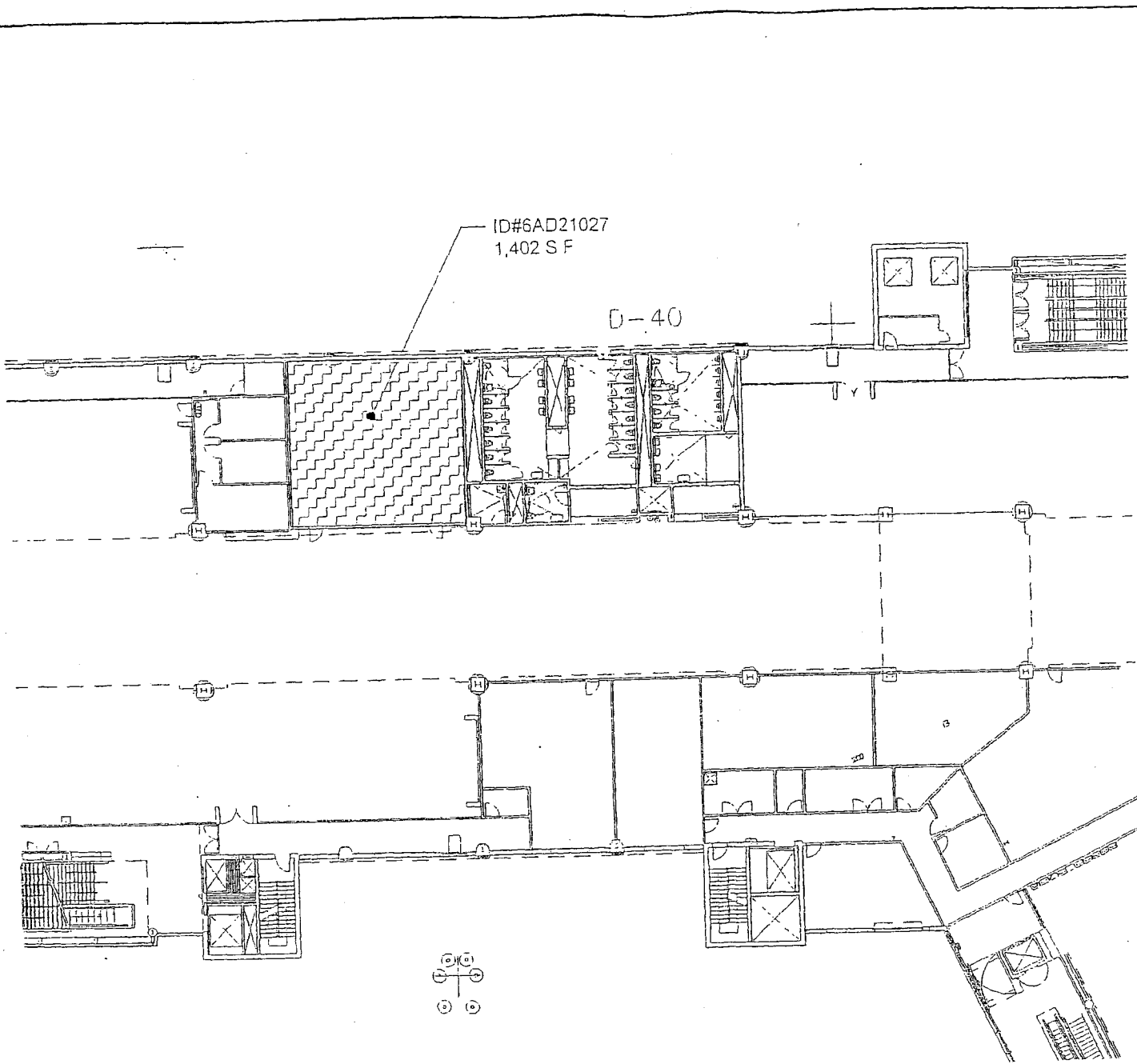
Resolution No.: _____

Date: _____




Exhibit A

Package 1



SECOND LEVEL

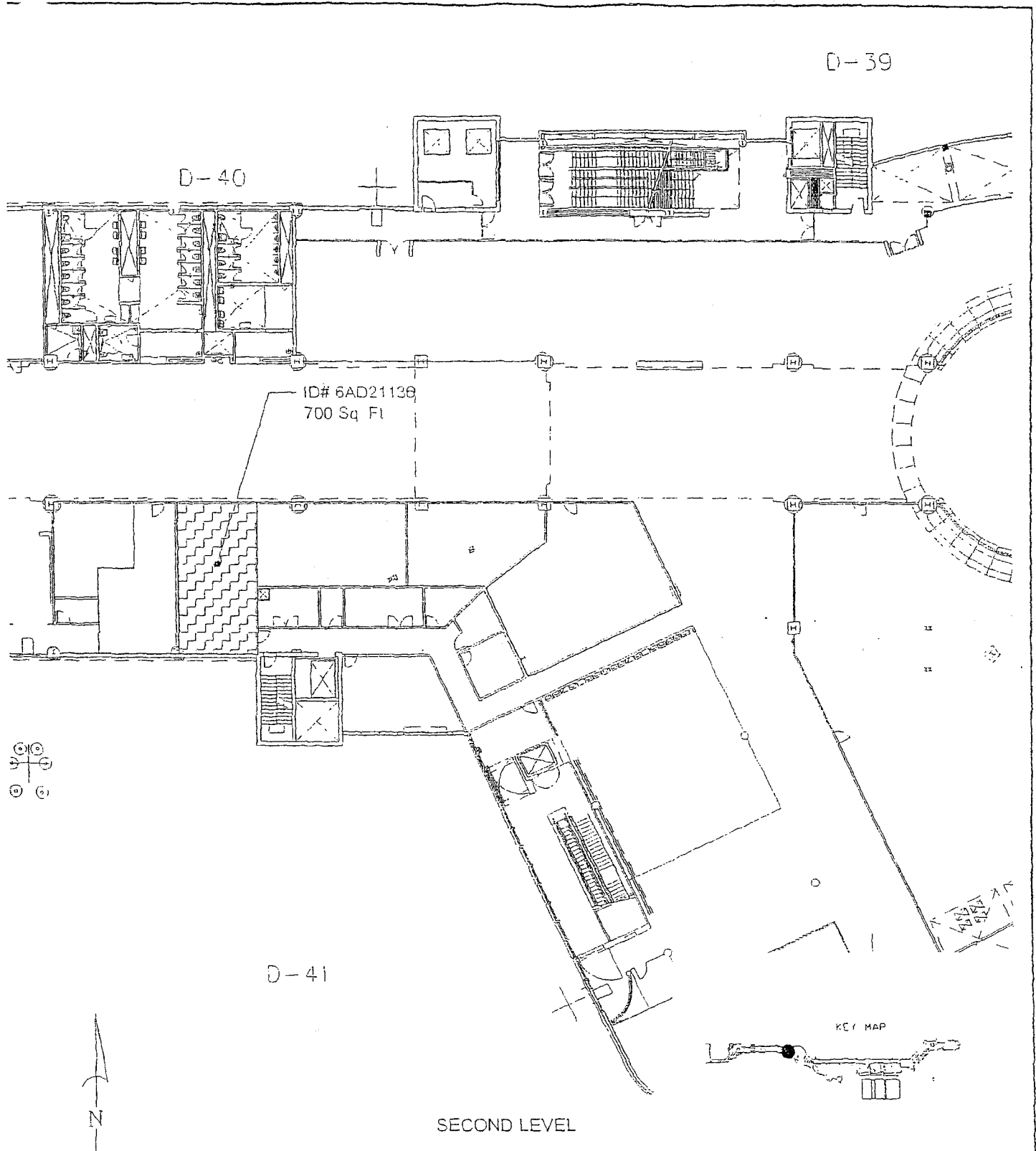
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	NEWS


SQ. FT.
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MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

184

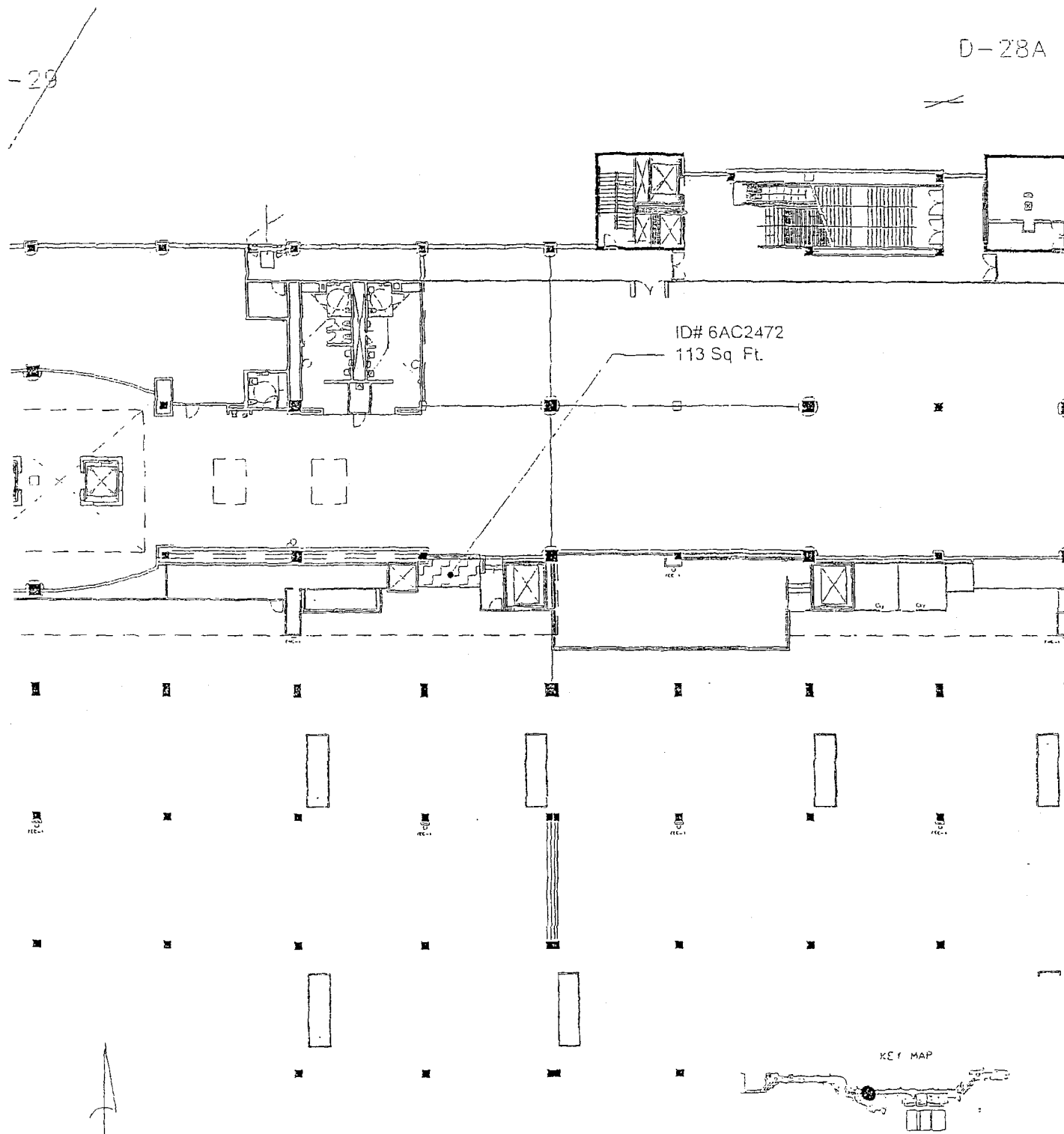


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MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

145
EXHIBIT A
NORTH TERMINAL REF

D-28A



SECOND LEVEL

CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

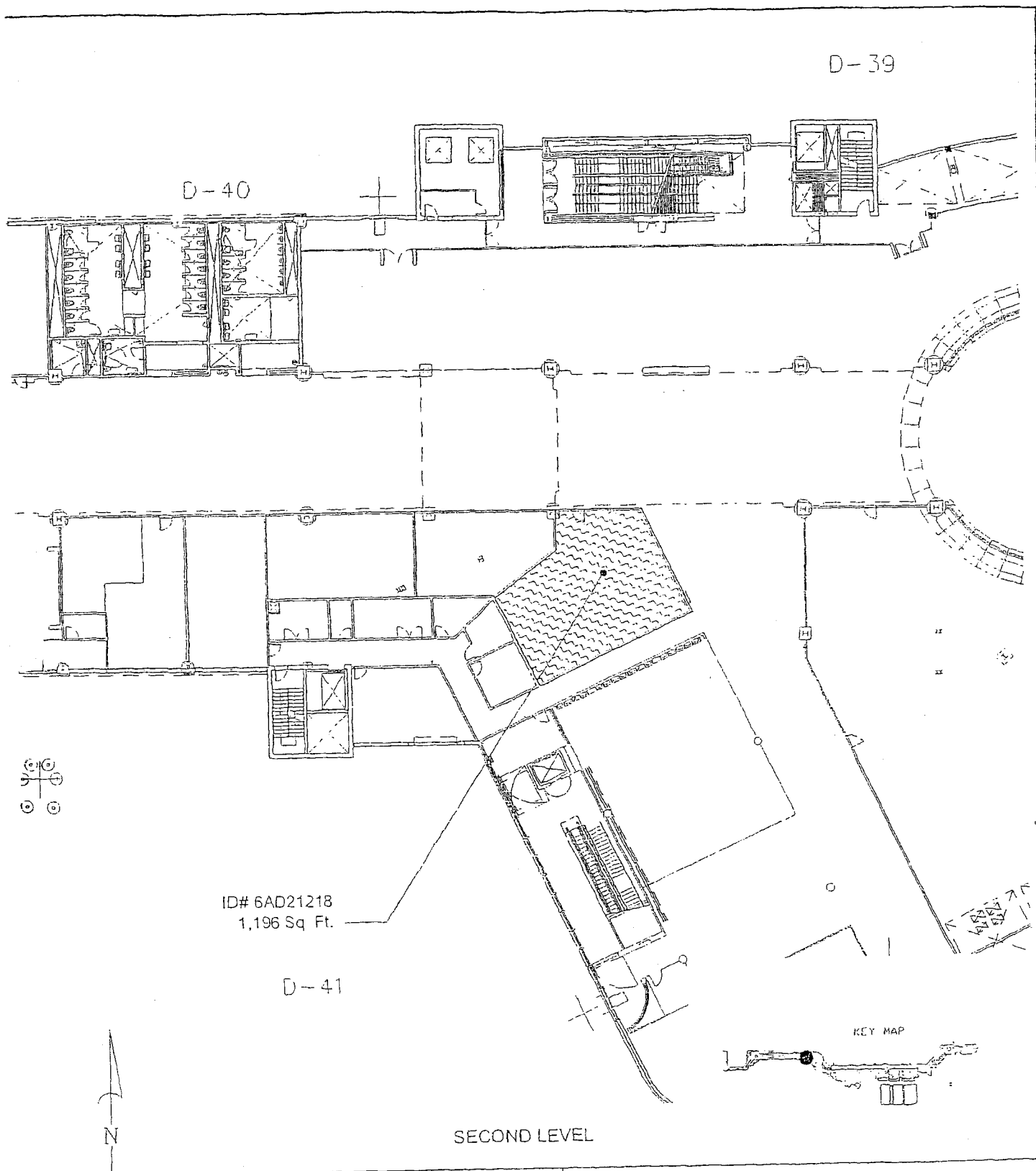
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MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

NORTH TERMINAL REP

146



CODE

SPACE CLASS

SQ. FT.



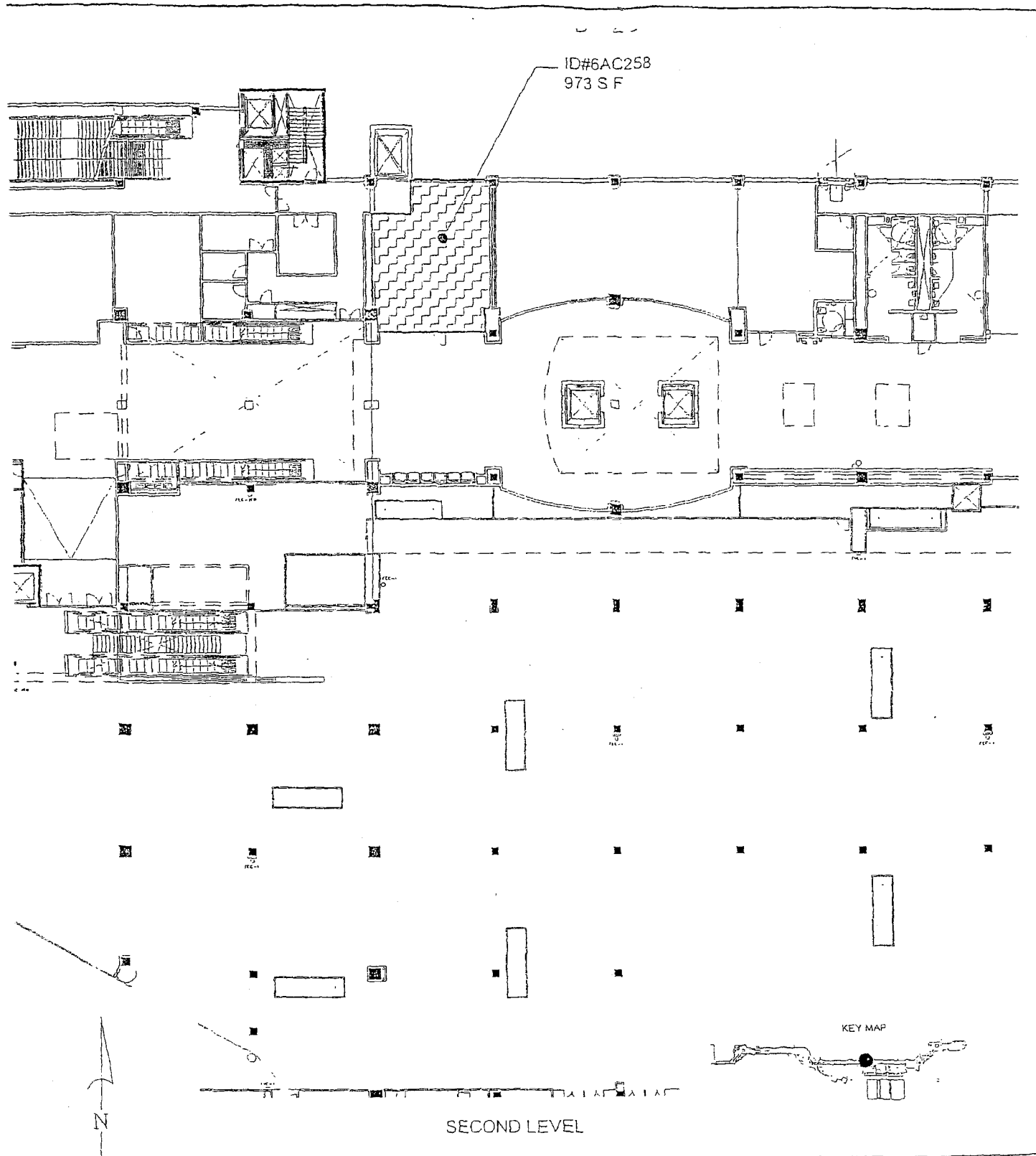
SPECIALTY
RETAIL

1,196

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

197



CODE

SPACE CLASS

SQ. FT.



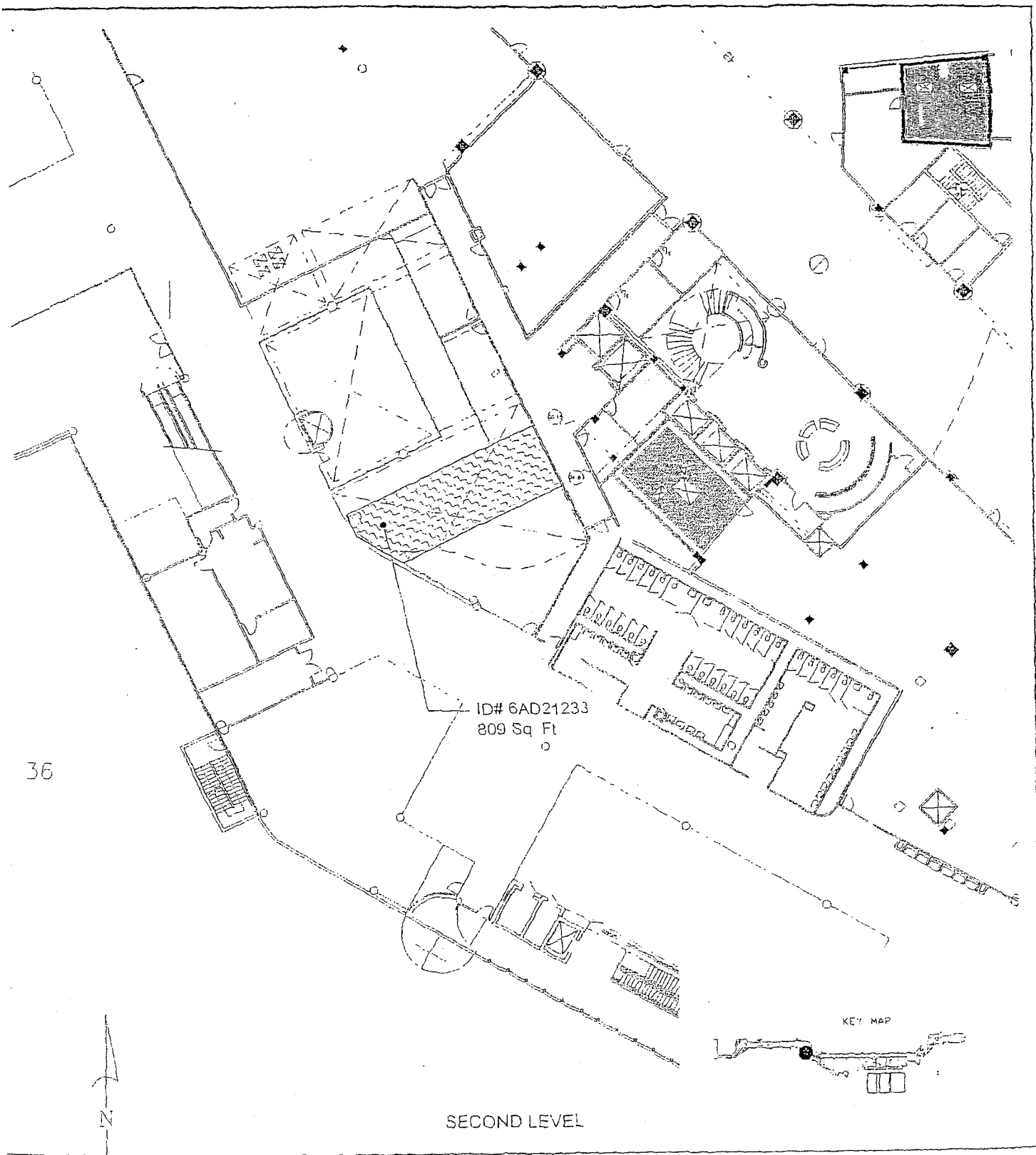
NEWS


973

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A
NORTH TERMINAL RFP

198

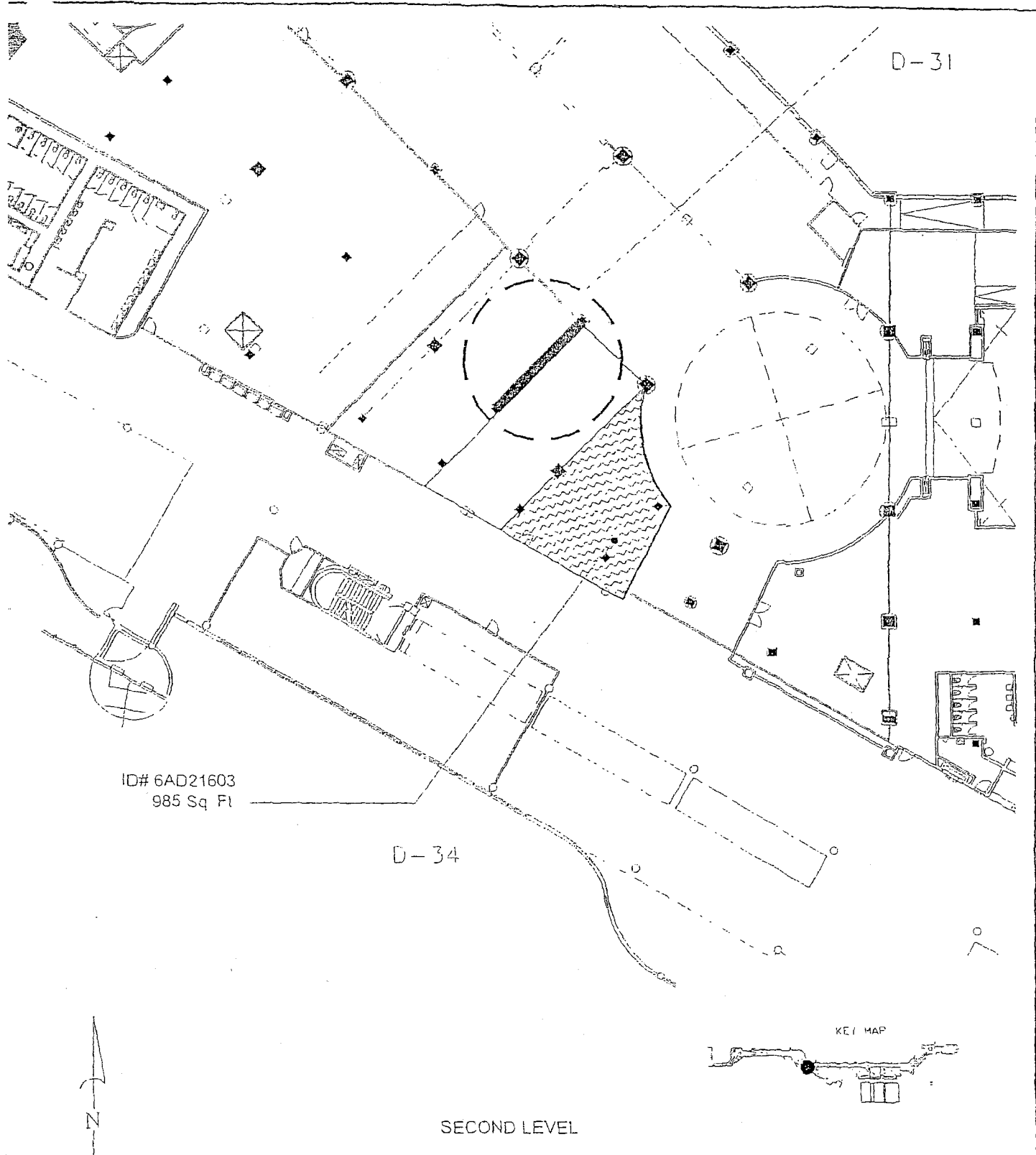



CODE	SPACE CLASS	SQ. FT
	SPECIALTY RETAIL	809

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A
NORTH TERMINAL RFP

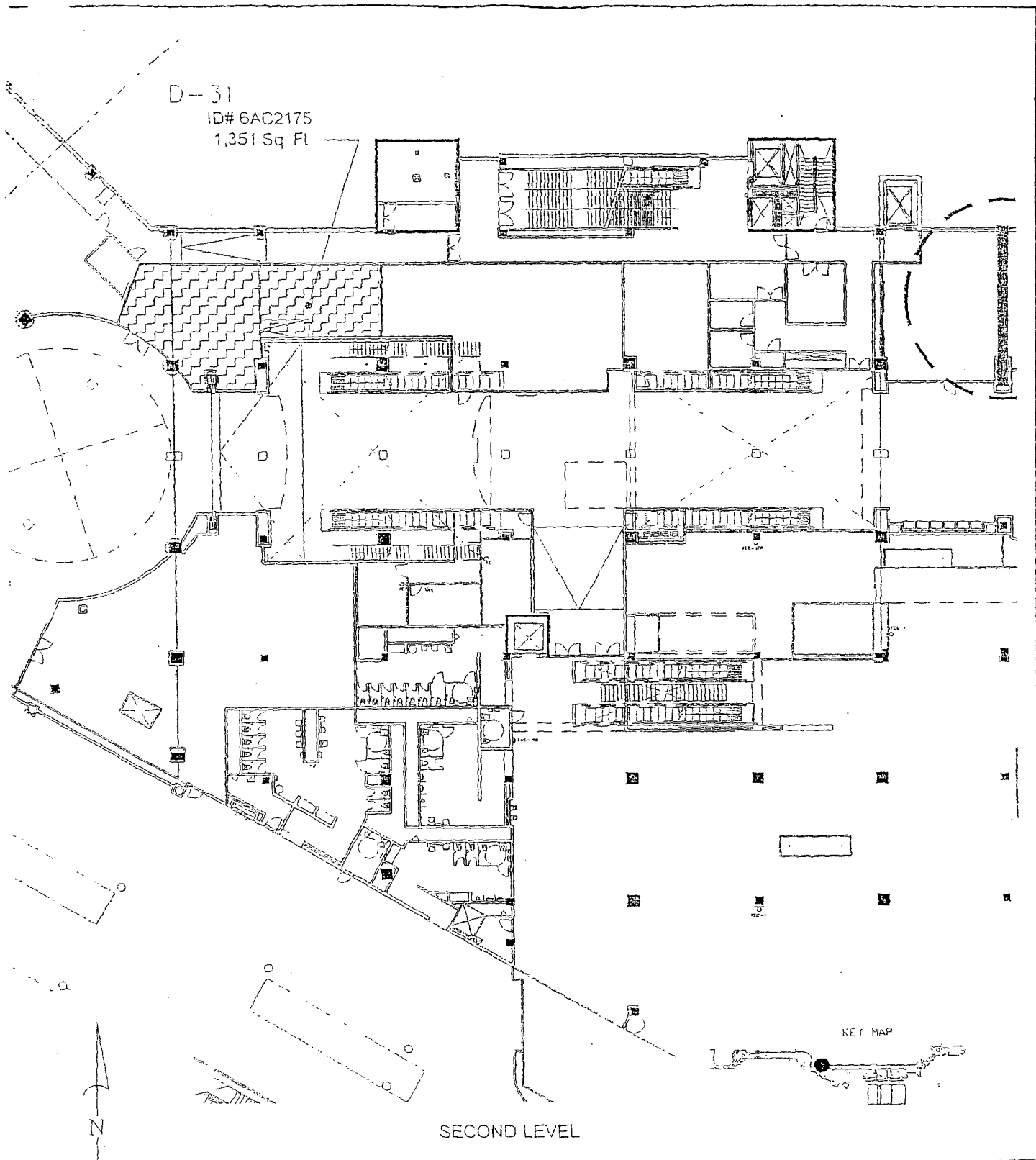
199




CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	985

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

200
EXHIBIT A
NORTH TERMINAL REF

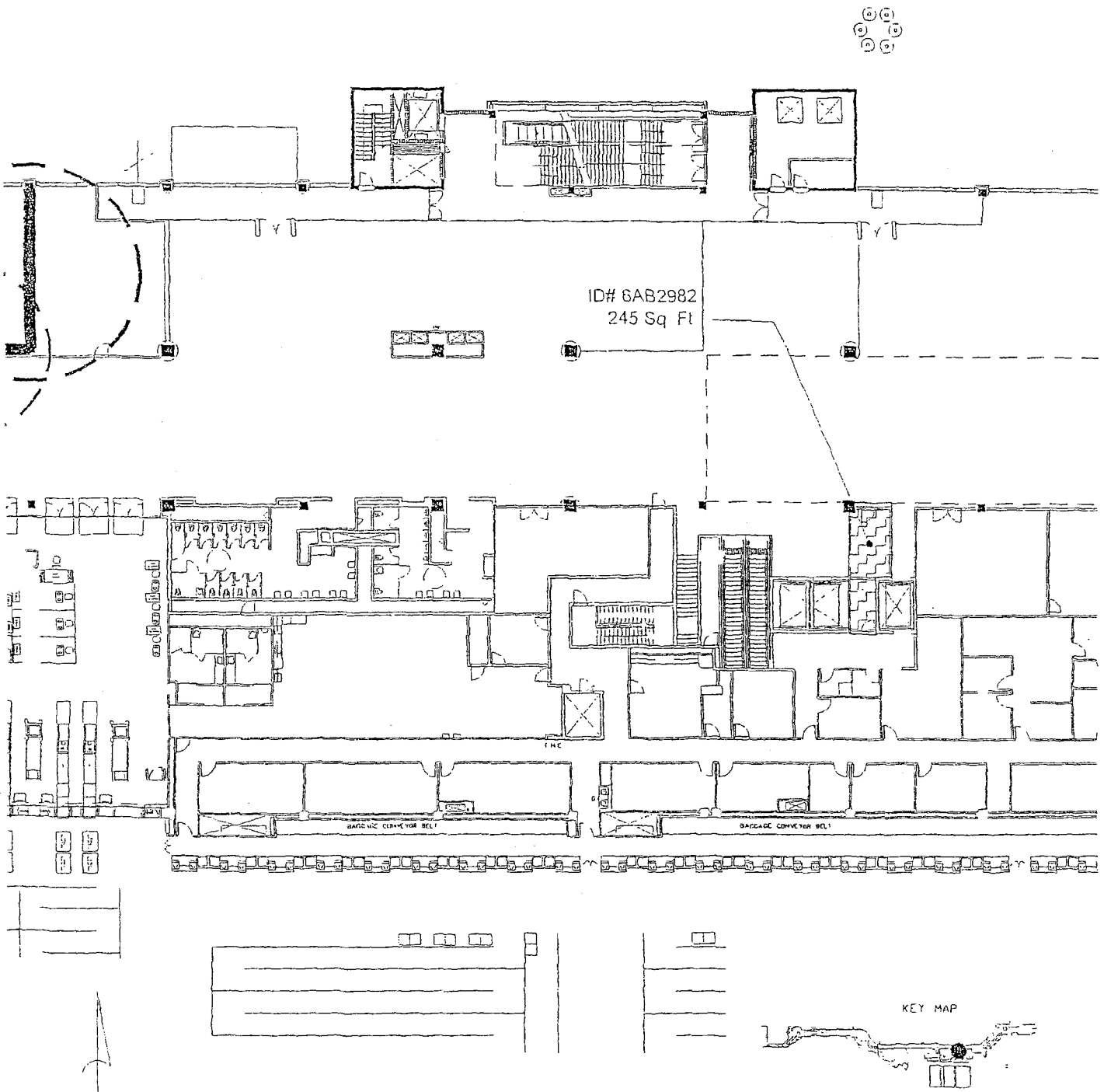


CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	1,351


MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

201



SECOND LEVEL

CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	245

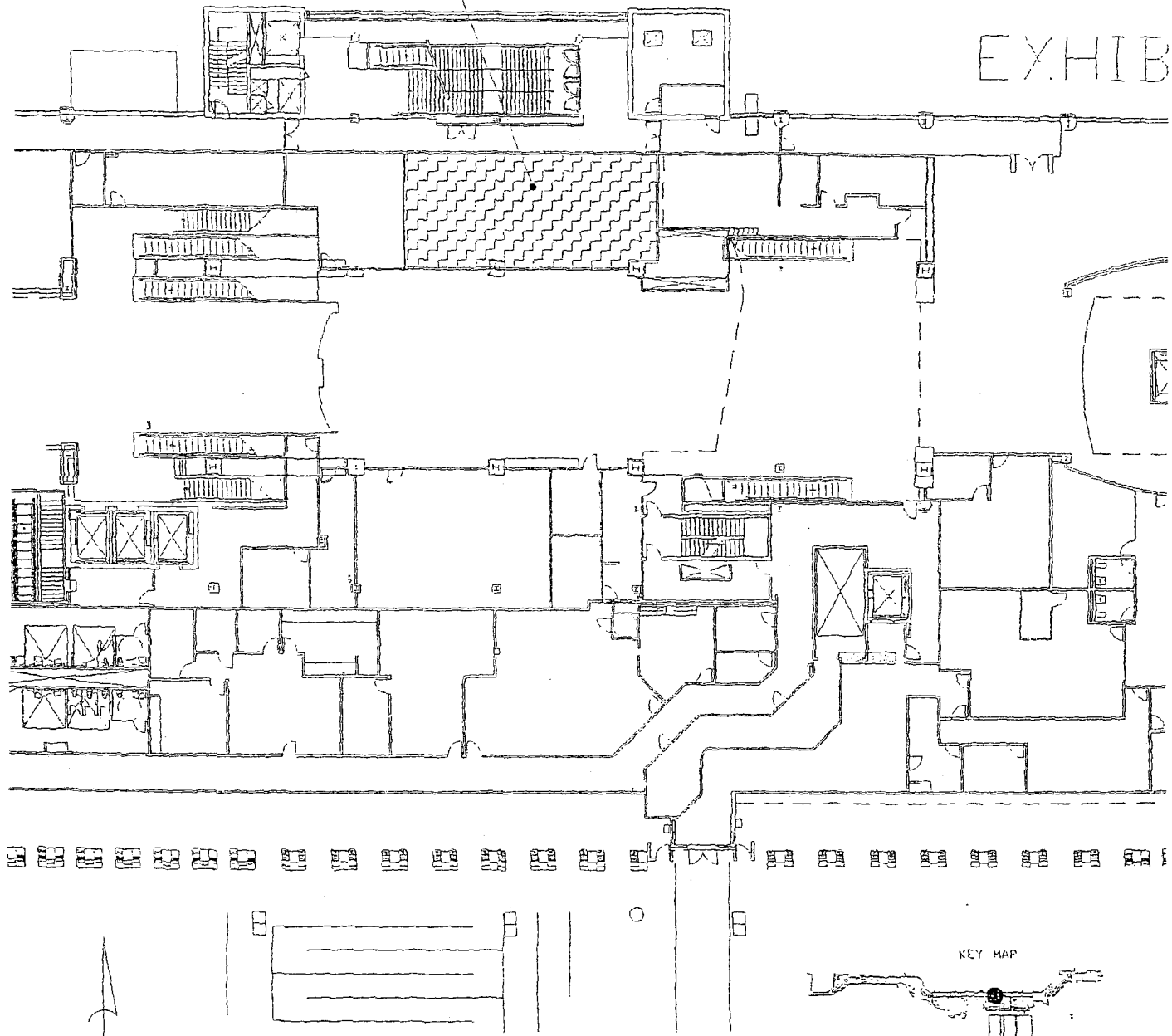
MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A


202

ID# 6AB2454
1,315 Sq. Ft.

EXHIB



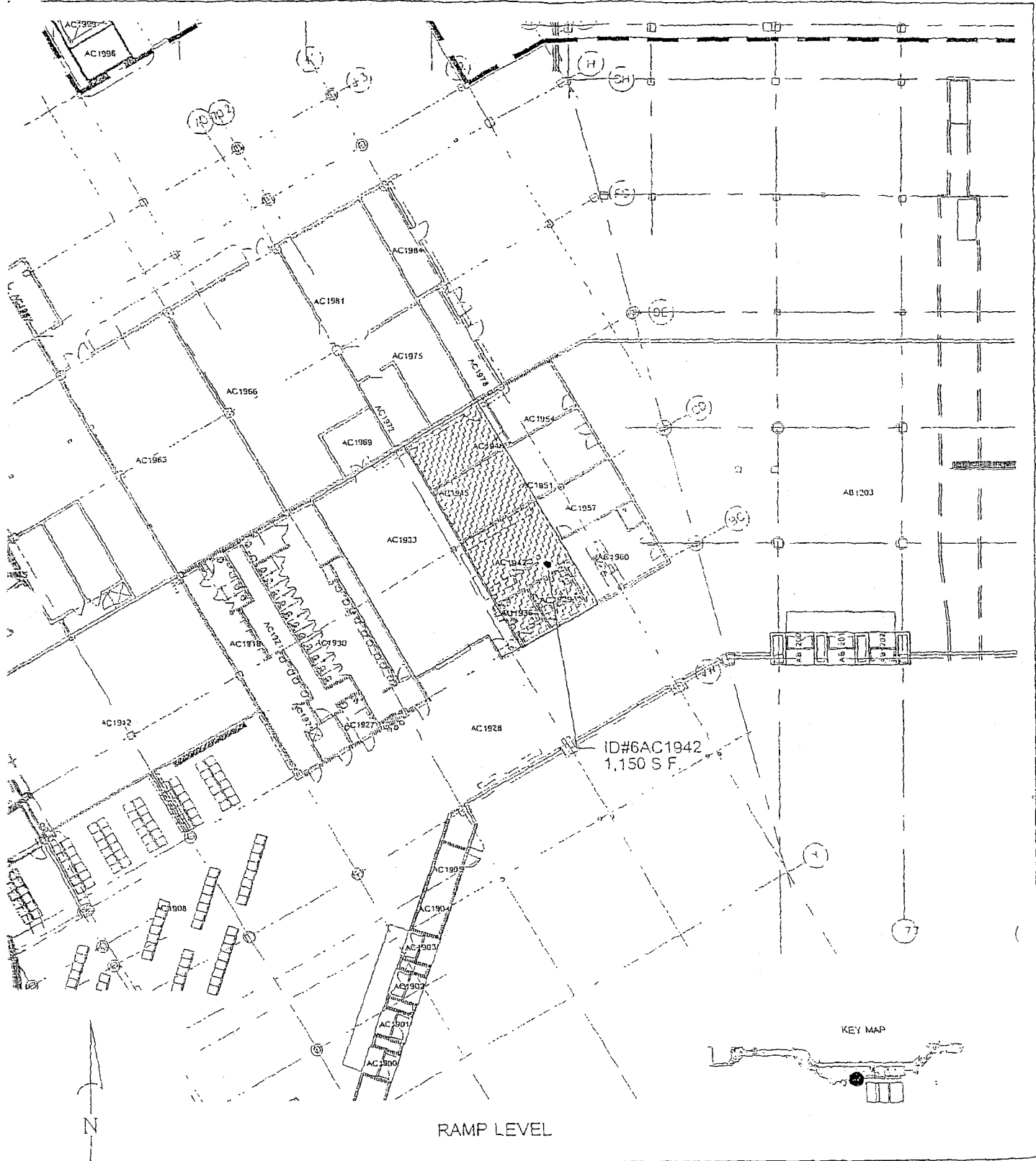
SECOND LEVEL


CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	1,315

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

203

EXHIBIT A



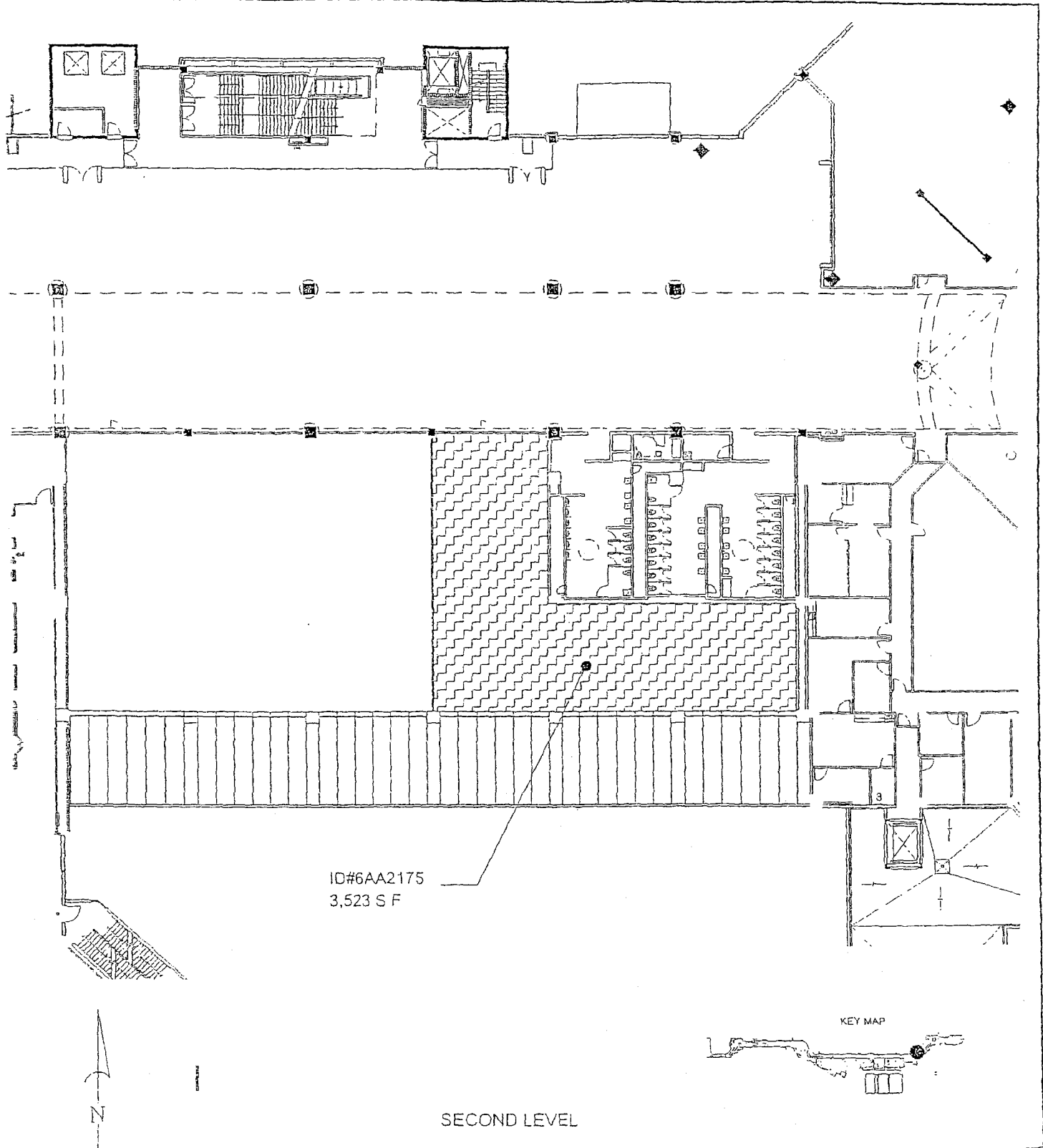
ODE	SPACE CLASS	SQ. FT.
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MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

204

EXHIBIT A

REVISIONS



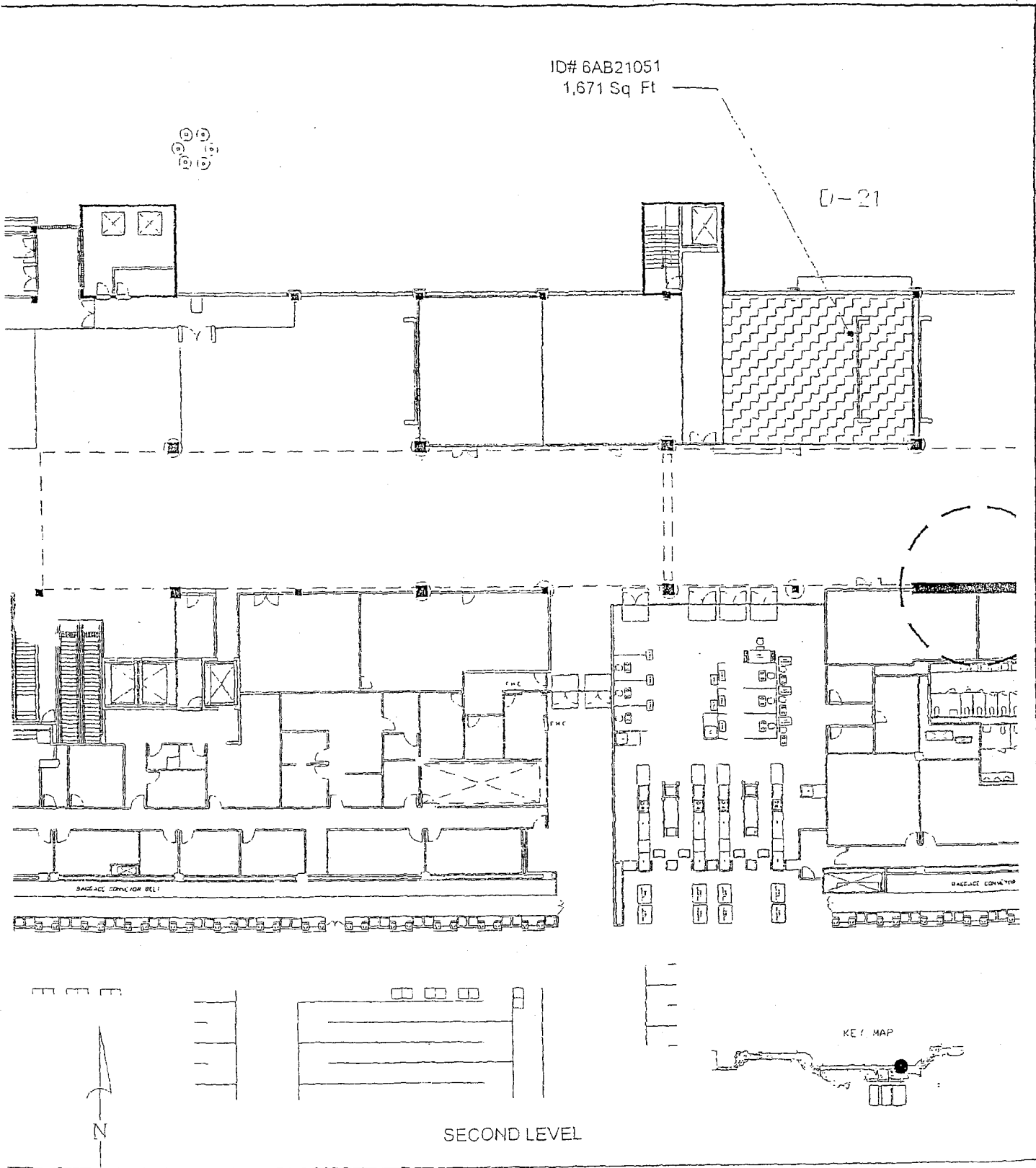
CODE	SPACE CLASS	SQ. FT.
	NEWS	3,523


MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

205

EXHIBIT A

TERMINAL BCD

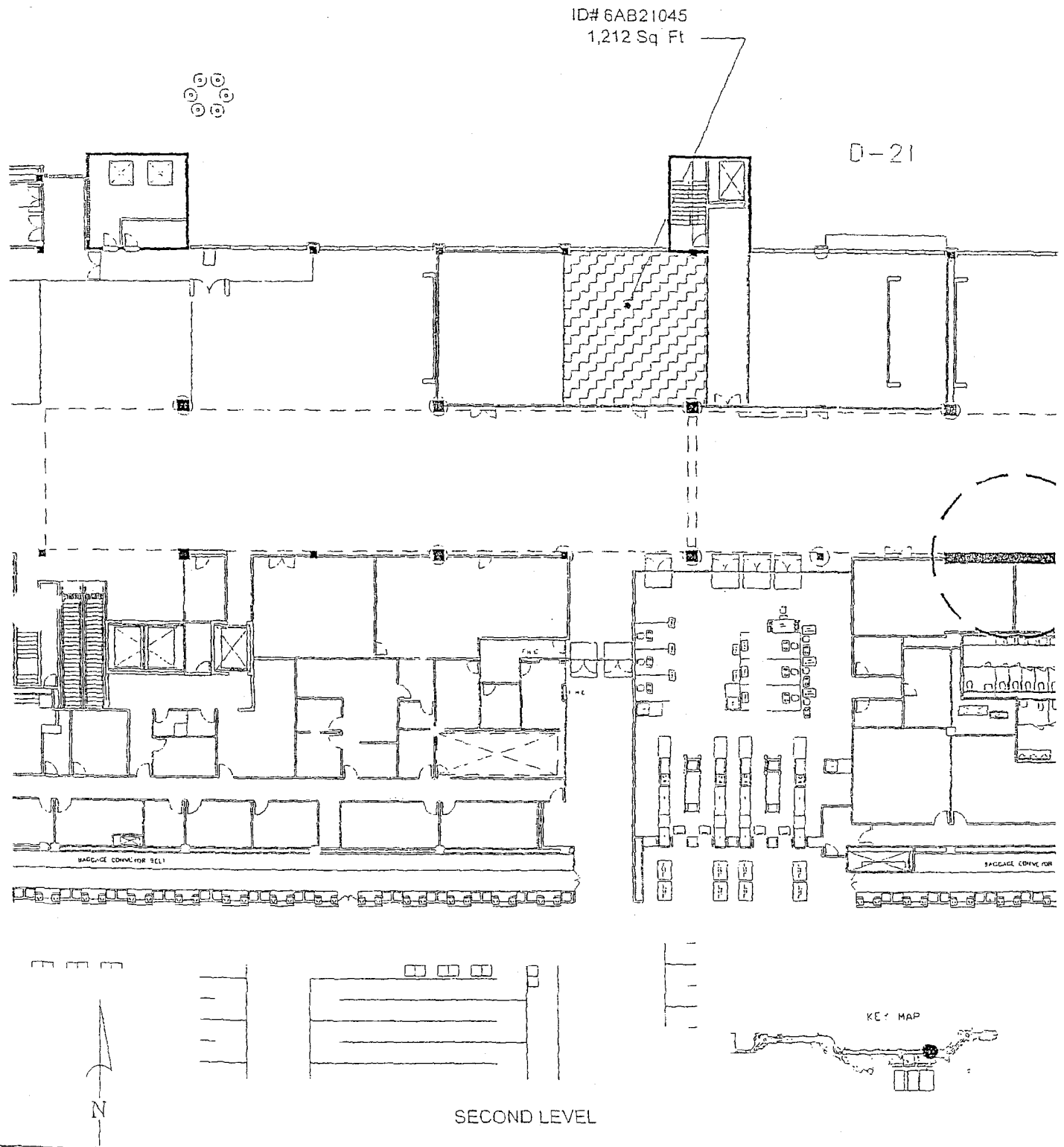


CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	1,671


MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

206

EXHIBIT A



SECOND LEVEL

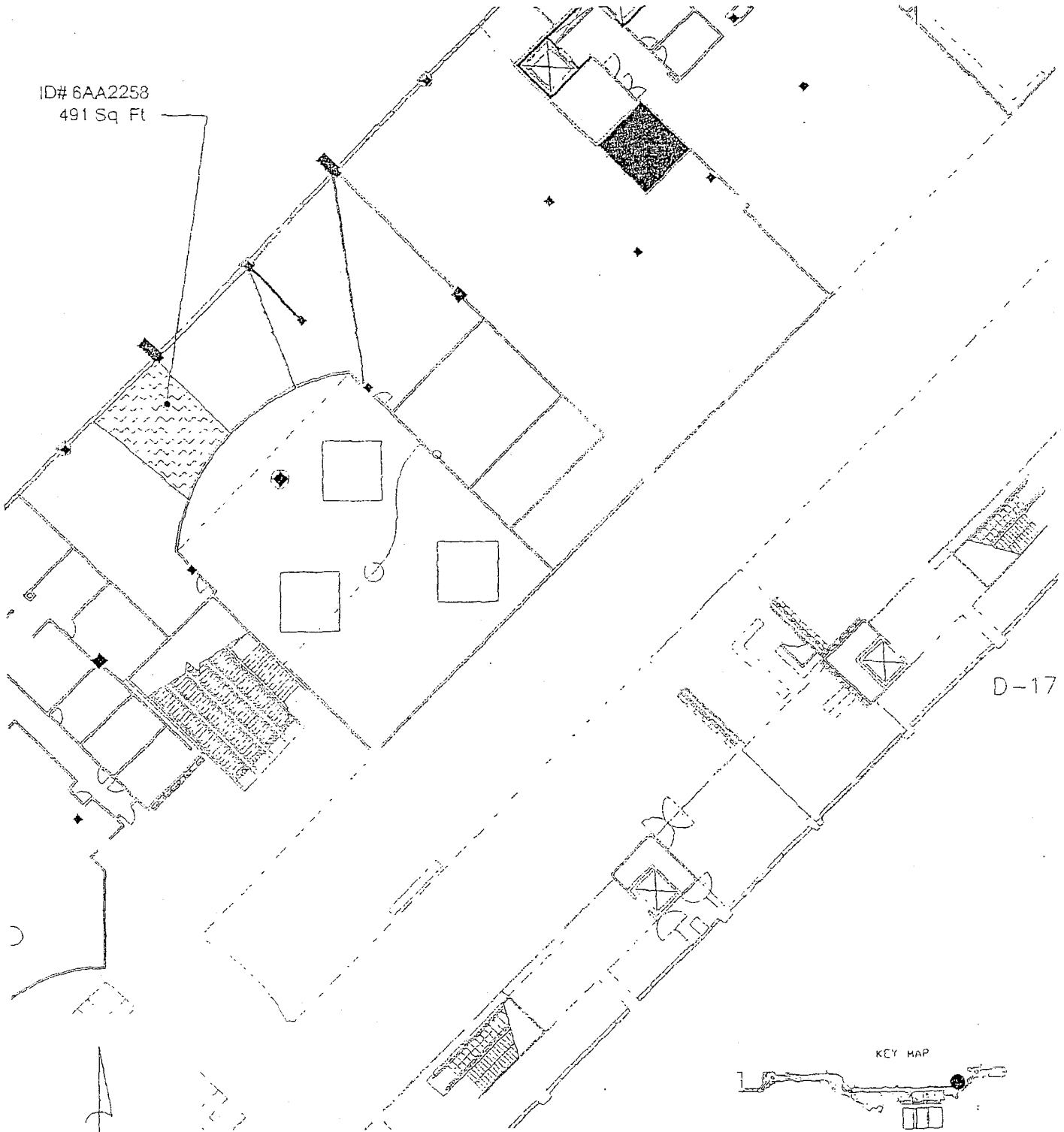
CODE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	1,212

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

207

ID# 6AA2258
491 Sq Ft



D-17

KEY MAP

SECOND LEVEL

CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

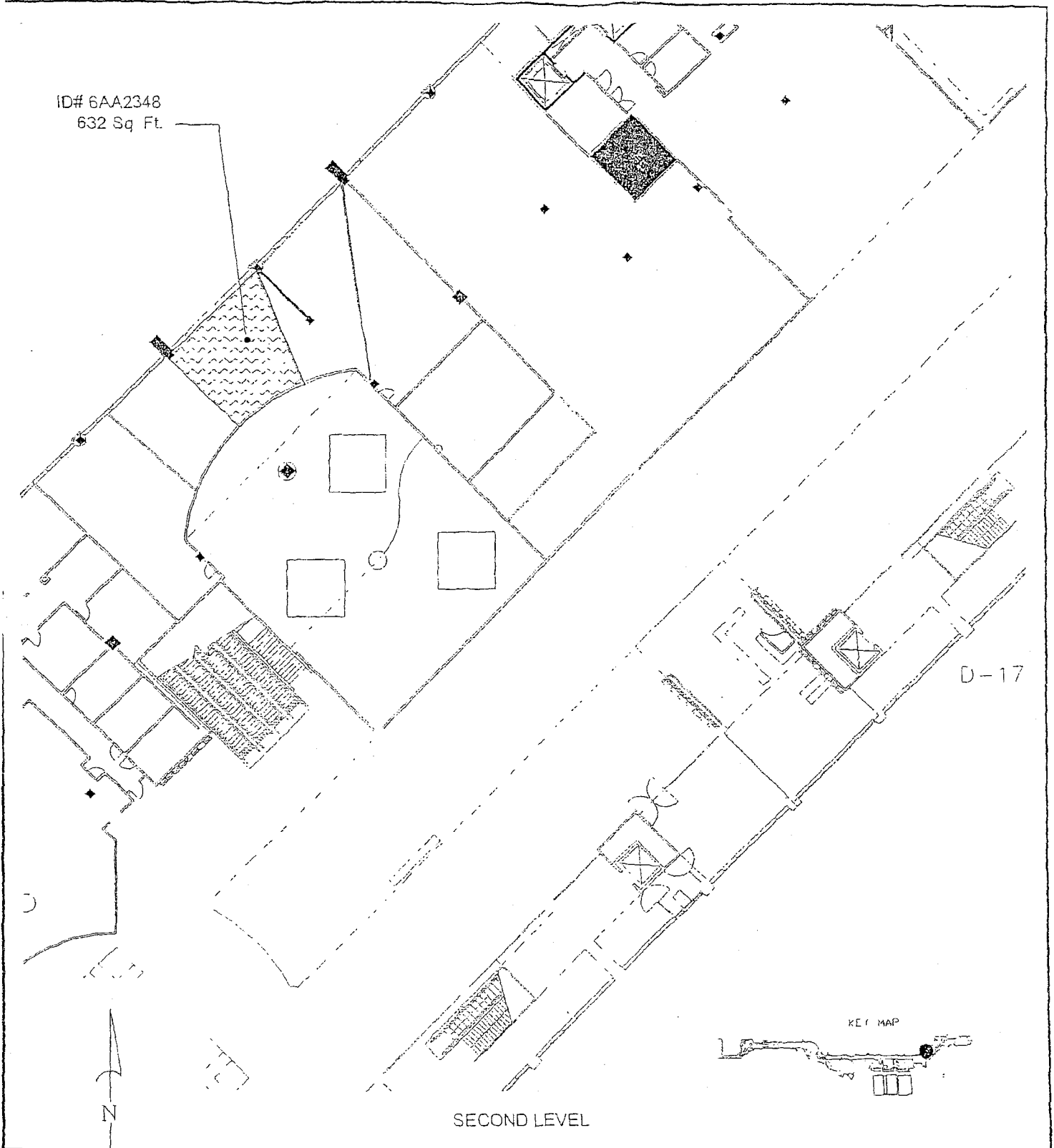
491

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

208

ID# 6AA2348
632 Sq Ft.



SECOND LEVEL

CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

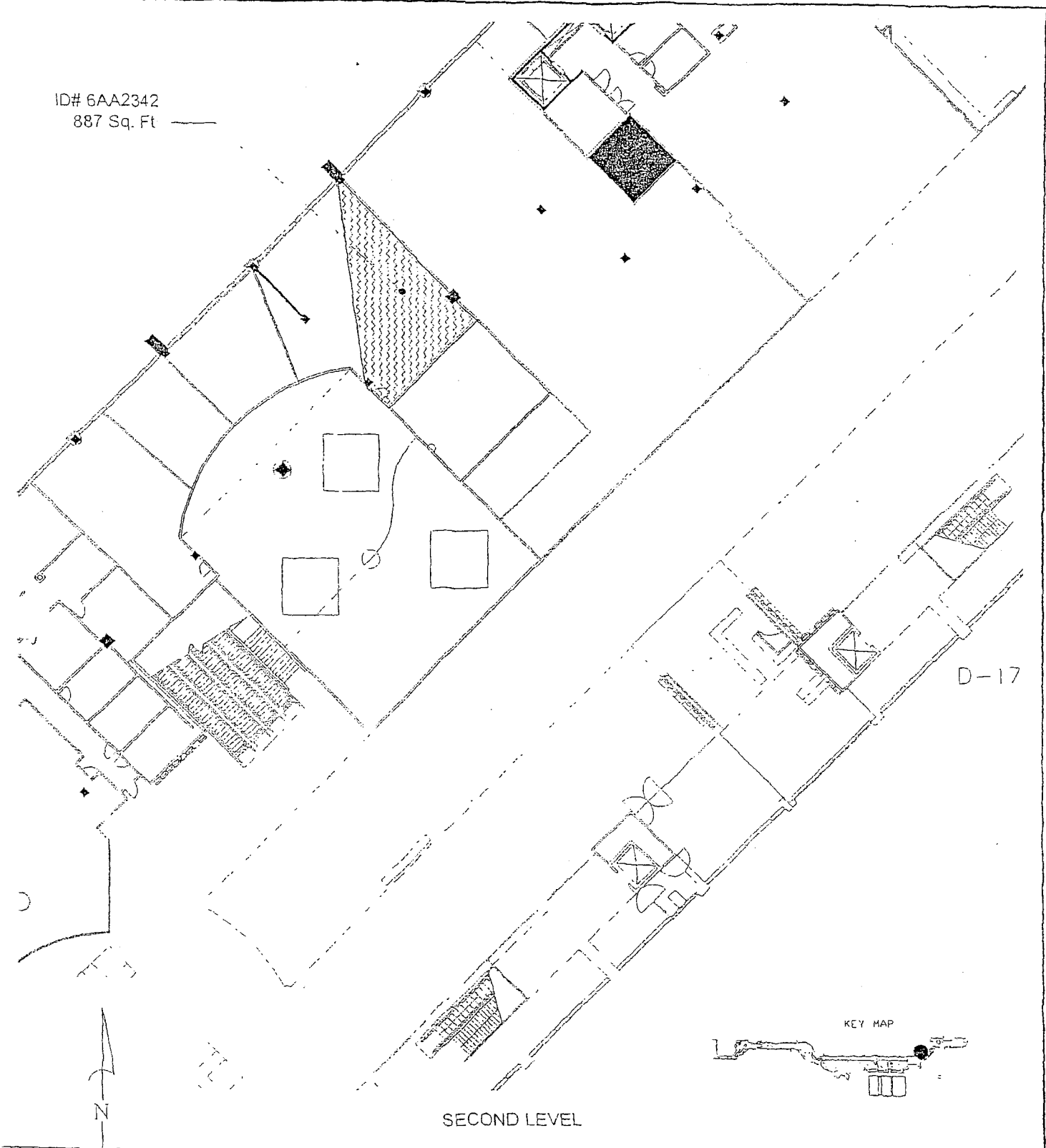
632

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

209

ID# 6AA2342
887 Sq. Ft



SECOND LEVEL

CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

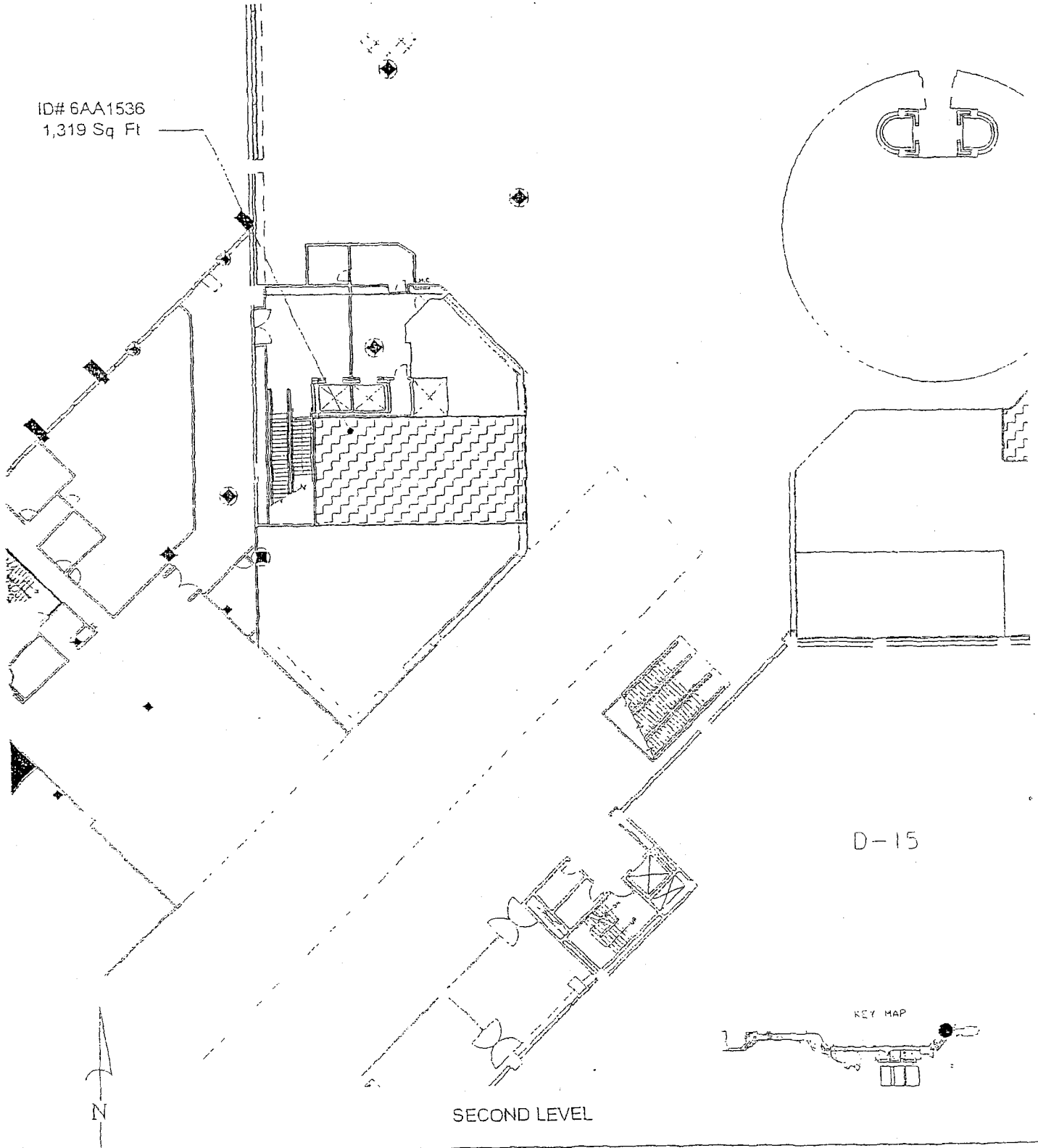
887

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

710

EXHIBIT A

ID# 6AA1536
1,319 Sq Ft



SECOND LEVEL

D-15

KEY MAP

CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

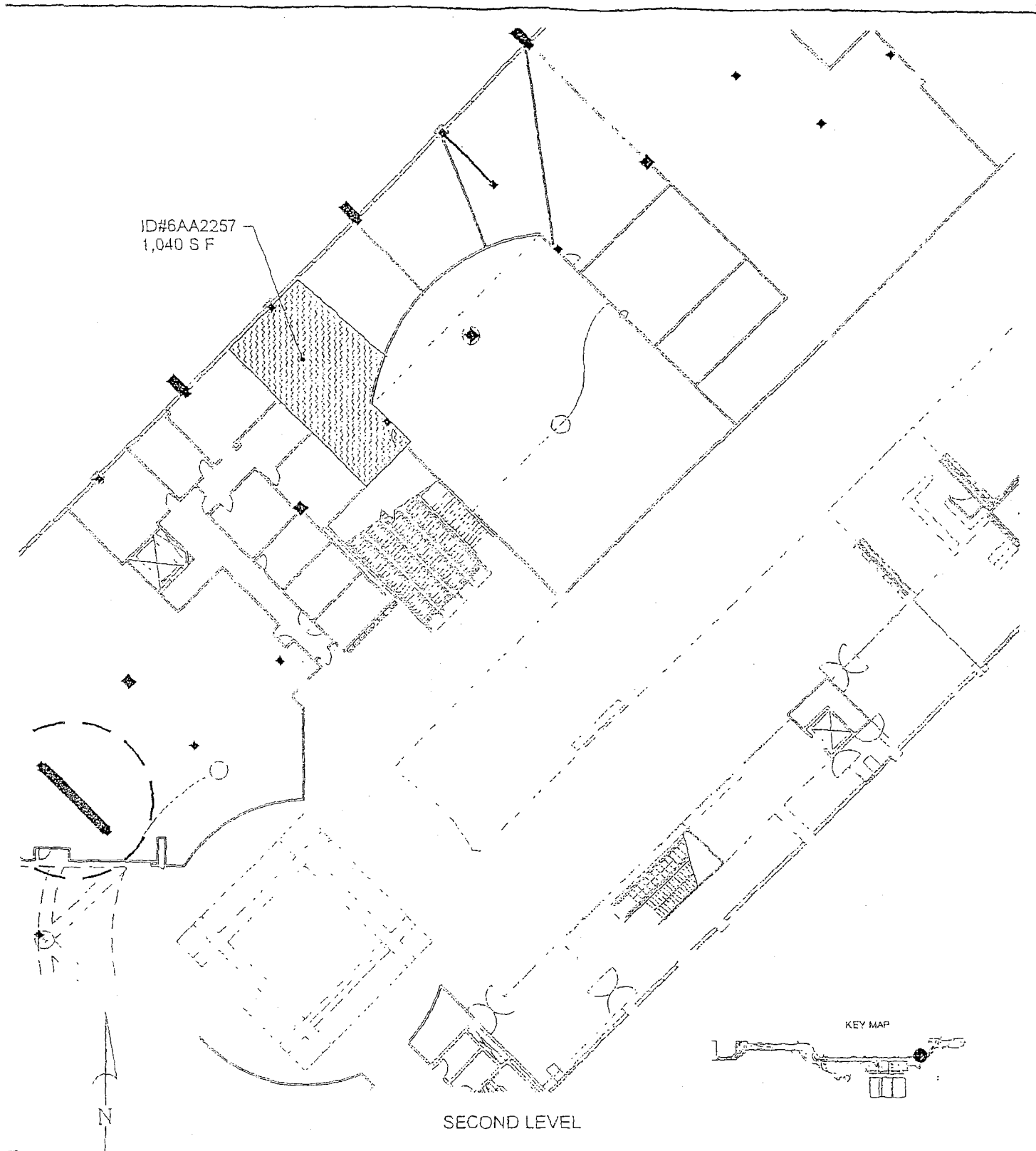
1,319


MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

MIAMI TERMINAL REF

211



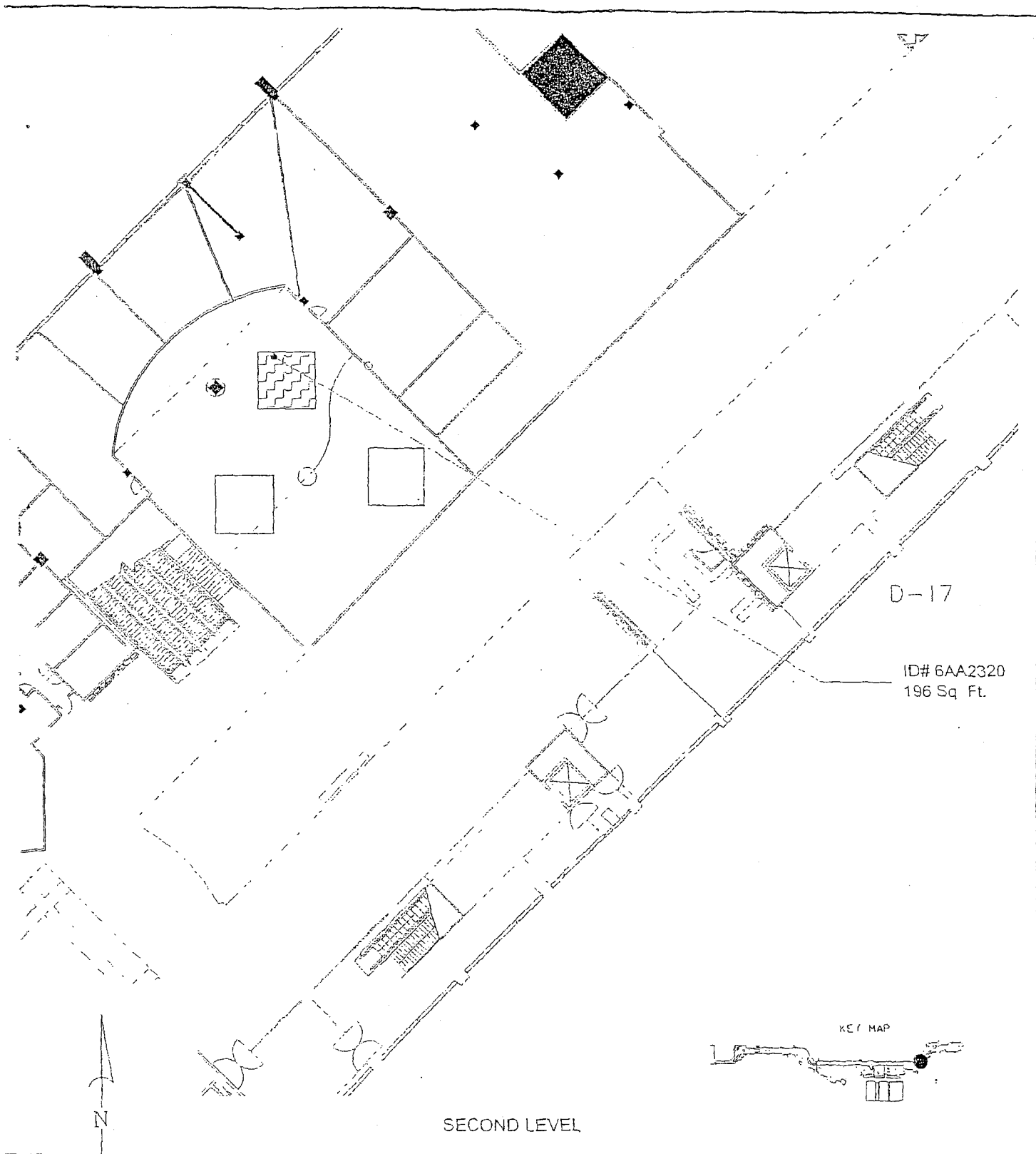
CODE	SPACE CLASS	SQ. FT.
	NEWS	1,040

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

NORTH TERMINAL DEP

212



D-17

ID# 6AA2320
196 Sq. Ft.

KEY MAP

CODE

SPACE CLASS

SQ. FT.



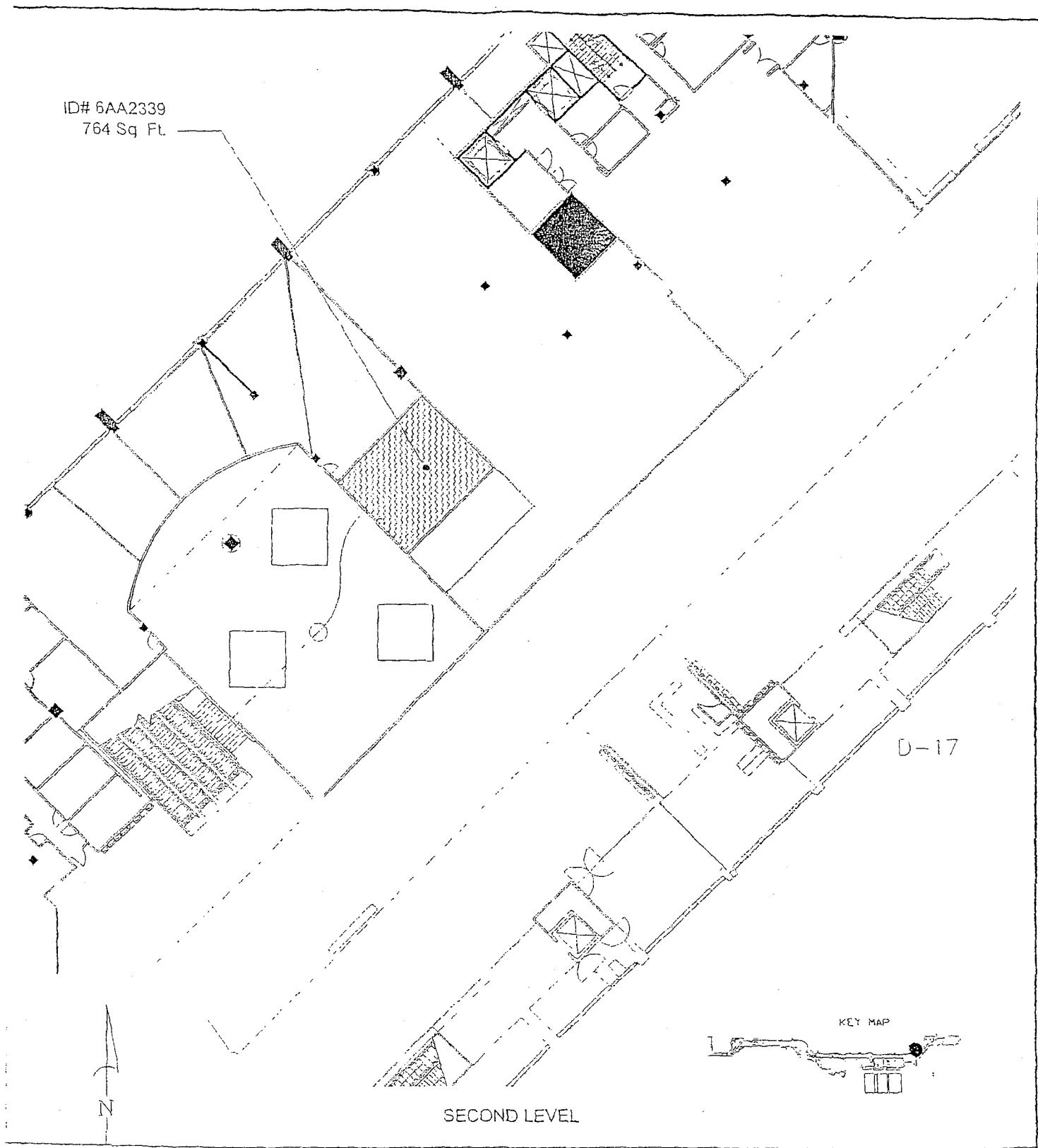
SPECIALTY
RETAIL

196

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A
NORTH TERMINAL RFP

213



SECOND LEVEL

CODE

SPACE CLASS

SQ. FT.



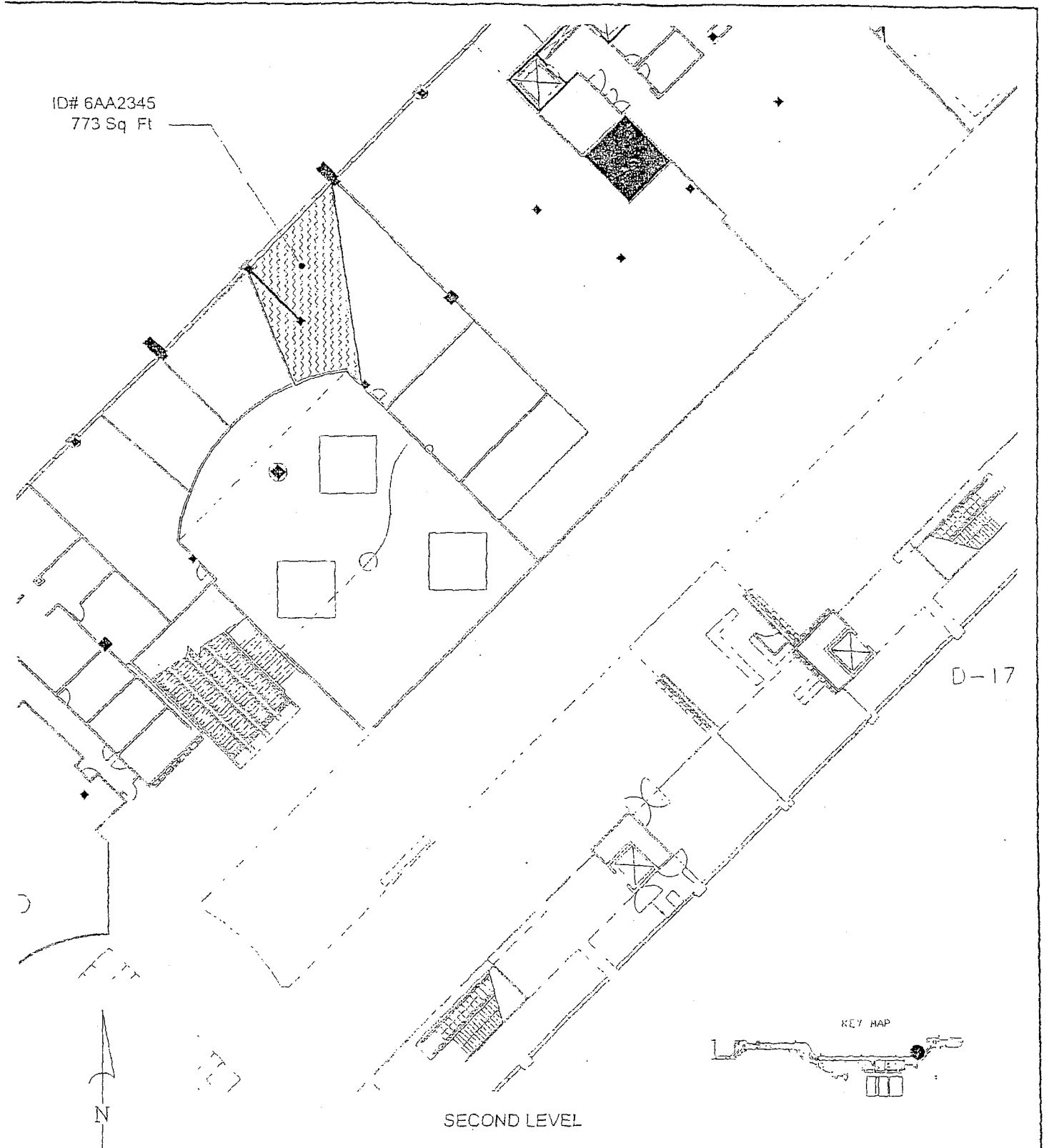
SPECIALTY
RETAIL

764

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

211

EXHIBIT A
NORTH TERMINAL REF



CODE

SPACE CLASS

SQ. FT.



SPECIALTY
RETAIL

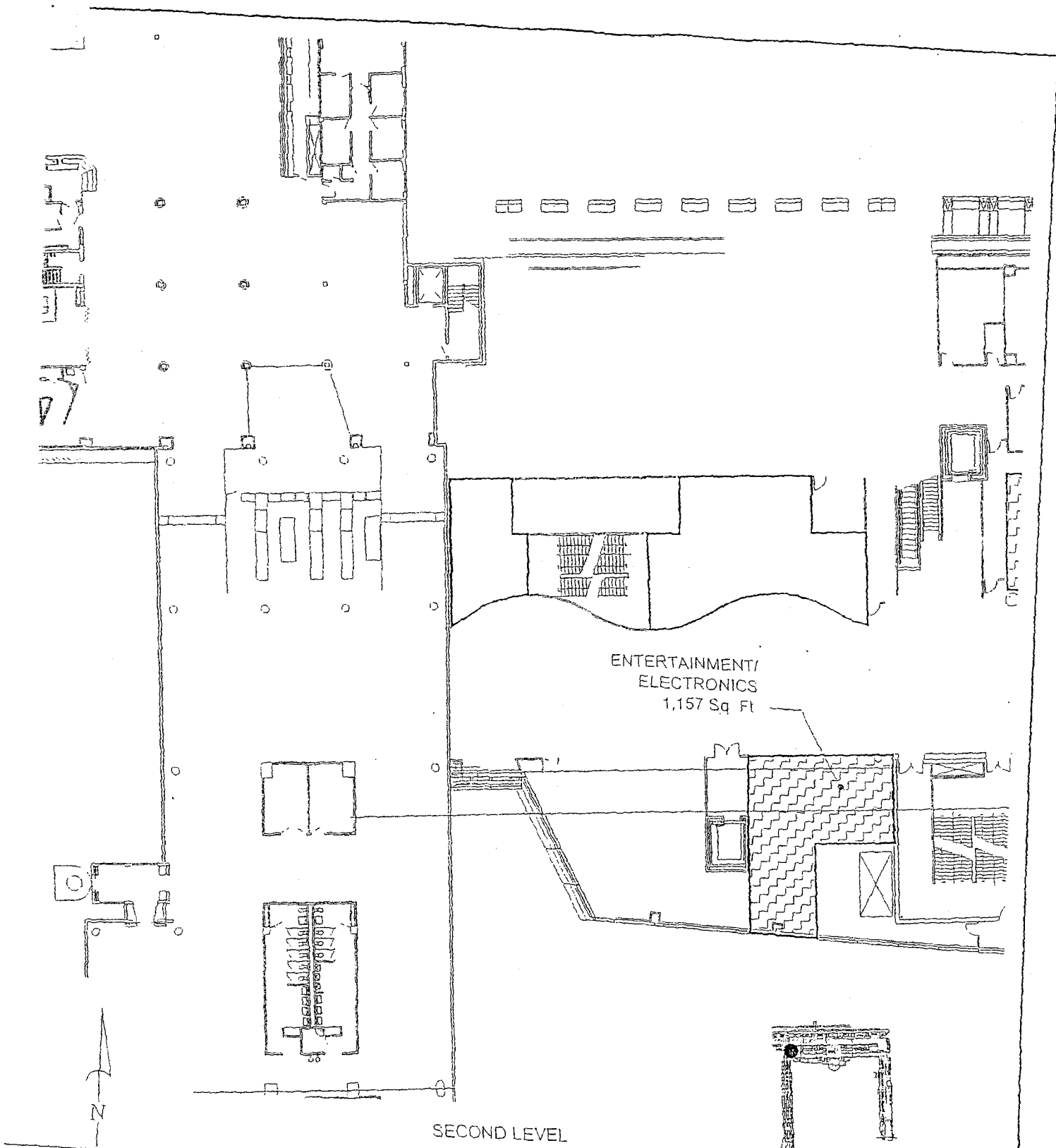
773

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

NORTH TERMINAL DEP

215



CODE

SPACE CLASS

SQ. FT.



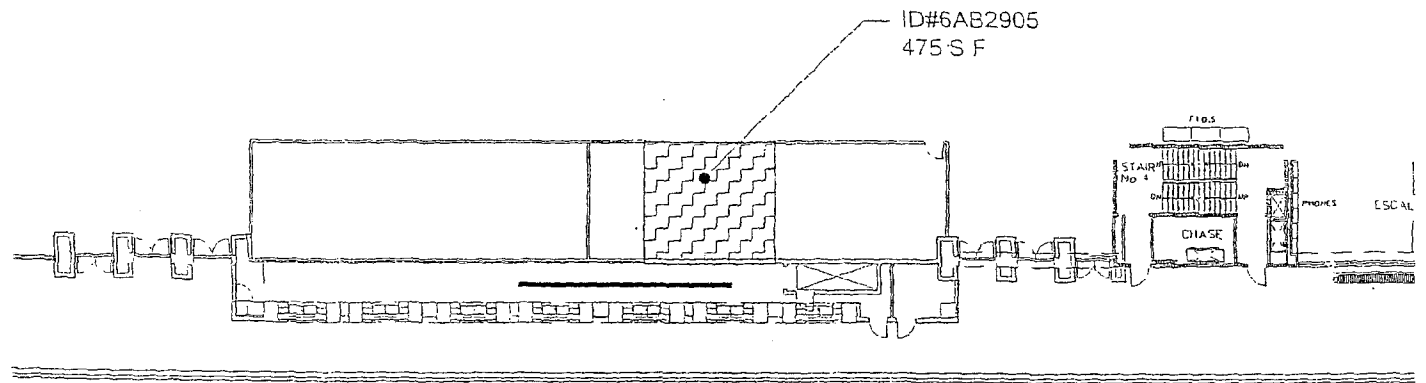
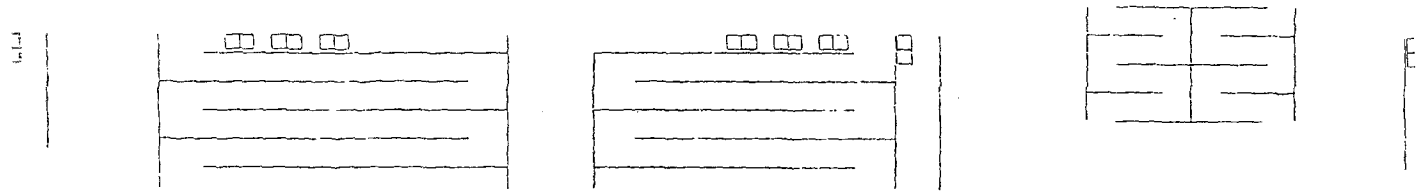
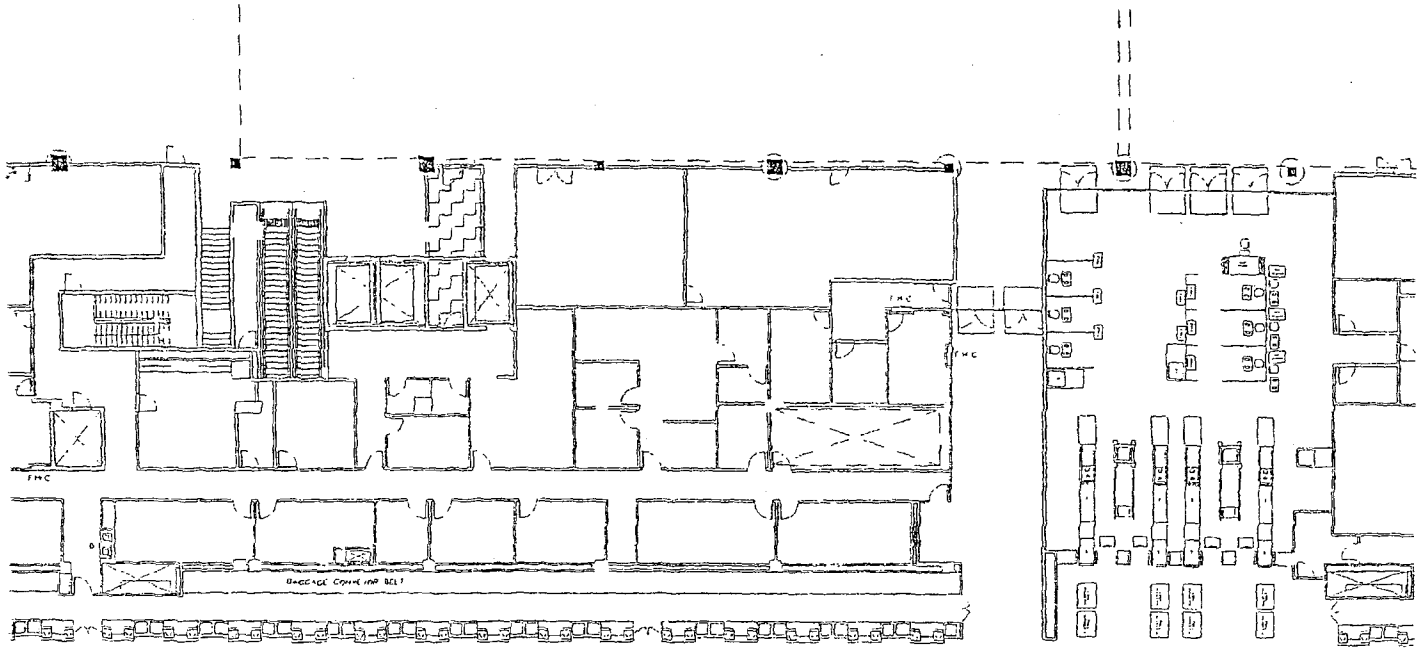
SPECIALTY
RETAIL

1,157

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

216

EXHIBIT A



SECOND LEVEL



CODE

SPACE CLASS

SQ. FT.



NEWS

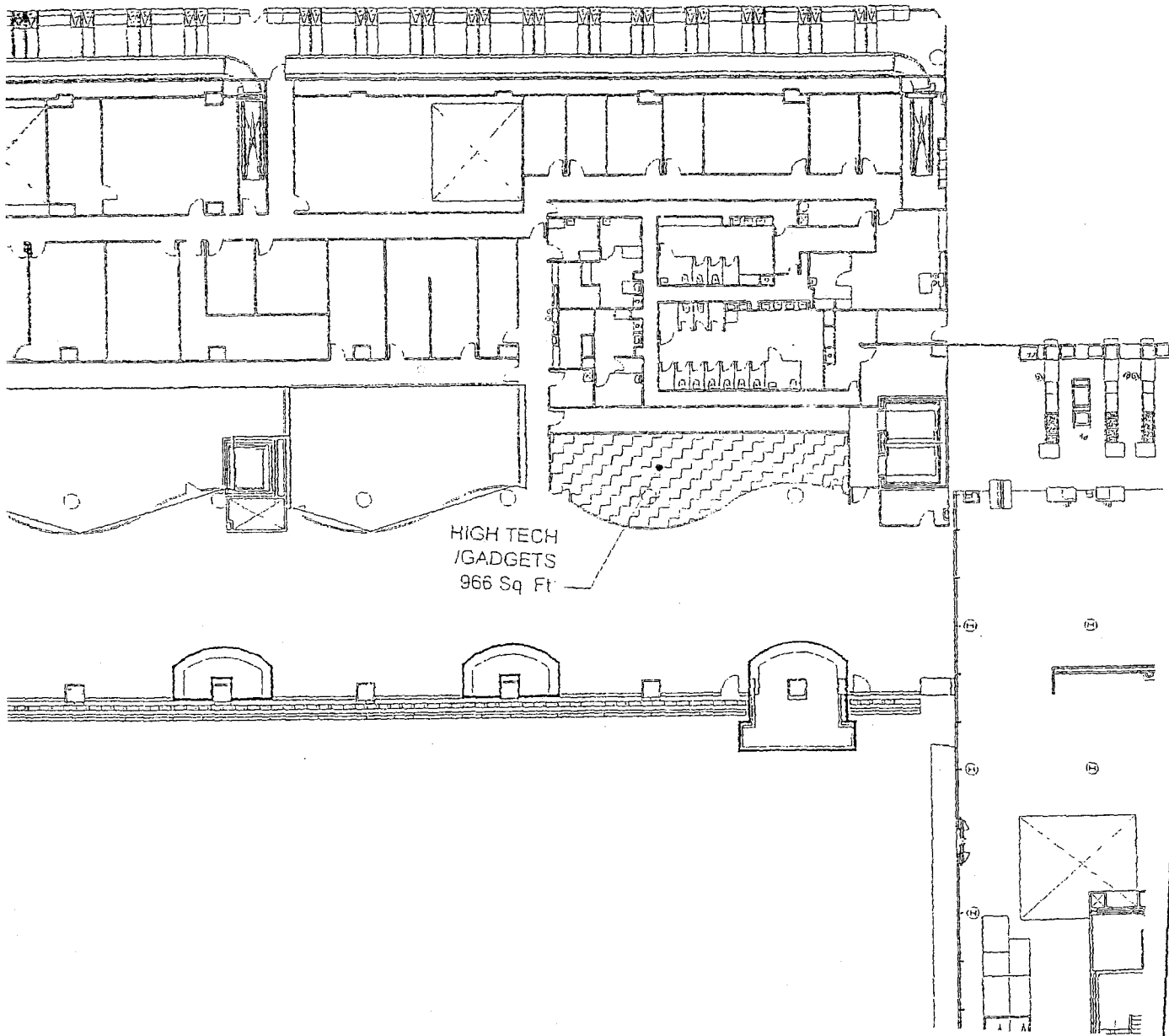
475

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

NORTH TERMINAL REP

217



SECOND LEVEL



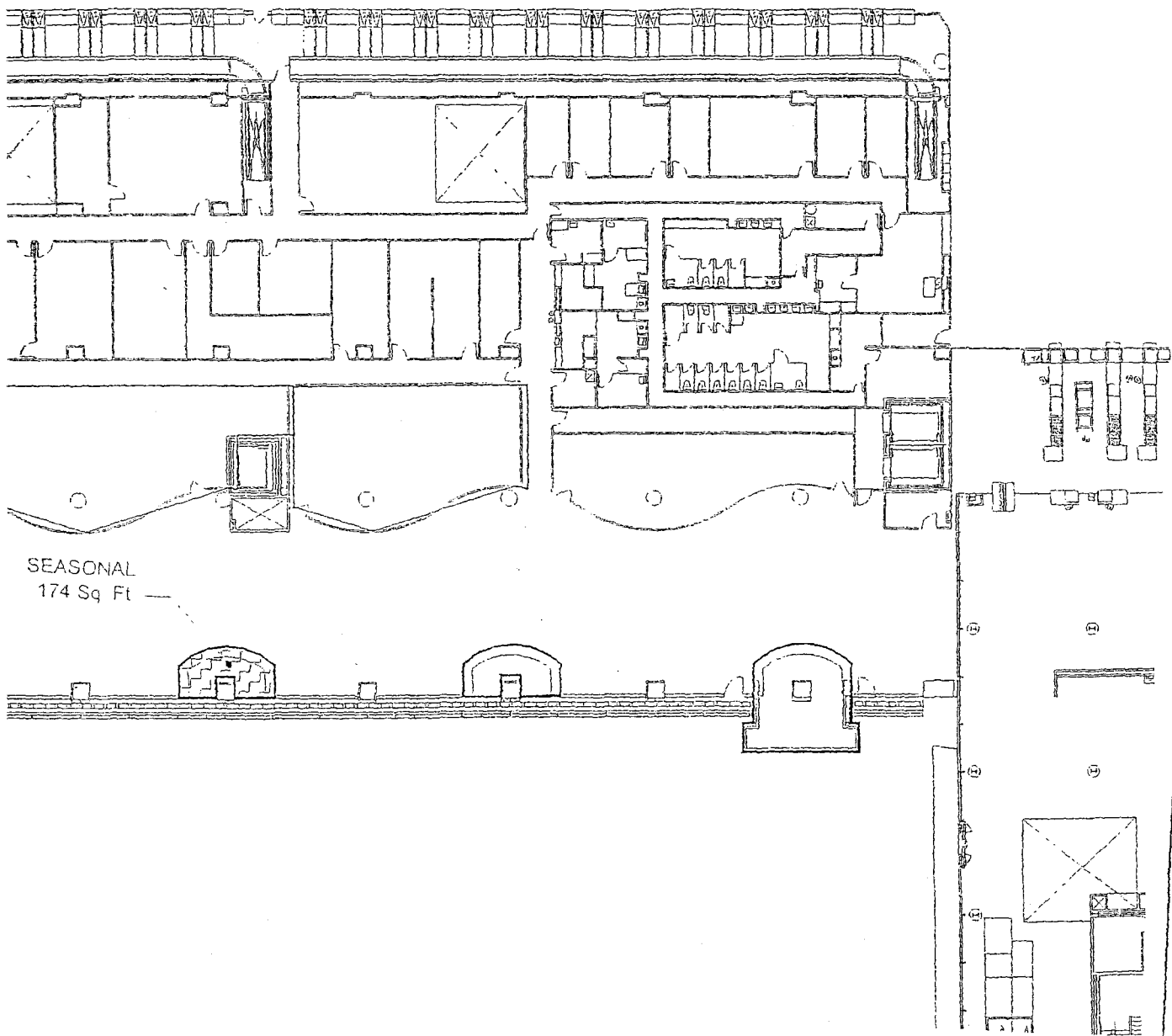
KEY MAP

SPACE CLASS	SQ. FT.
SPECIALTY RETAIL	966

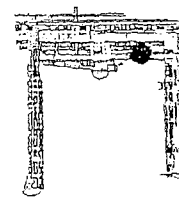
MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

2/8

EXHIBIT A



SECOND LEVEL



DE SPACE CLASS

SQ. FT.

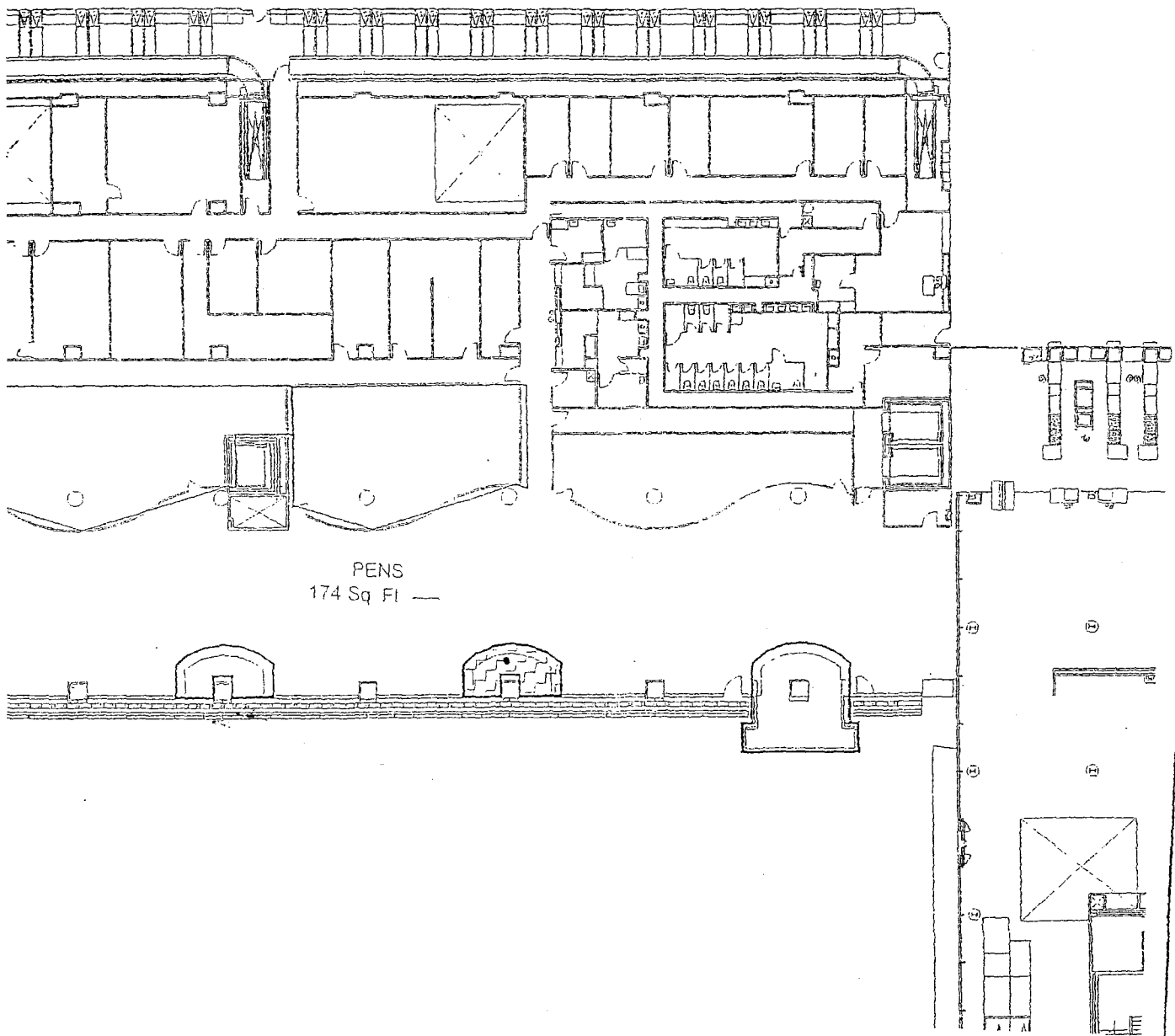
SPECIALTY
RETAIL

174

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

219

EXHIBIT A



SECOND LEVEL

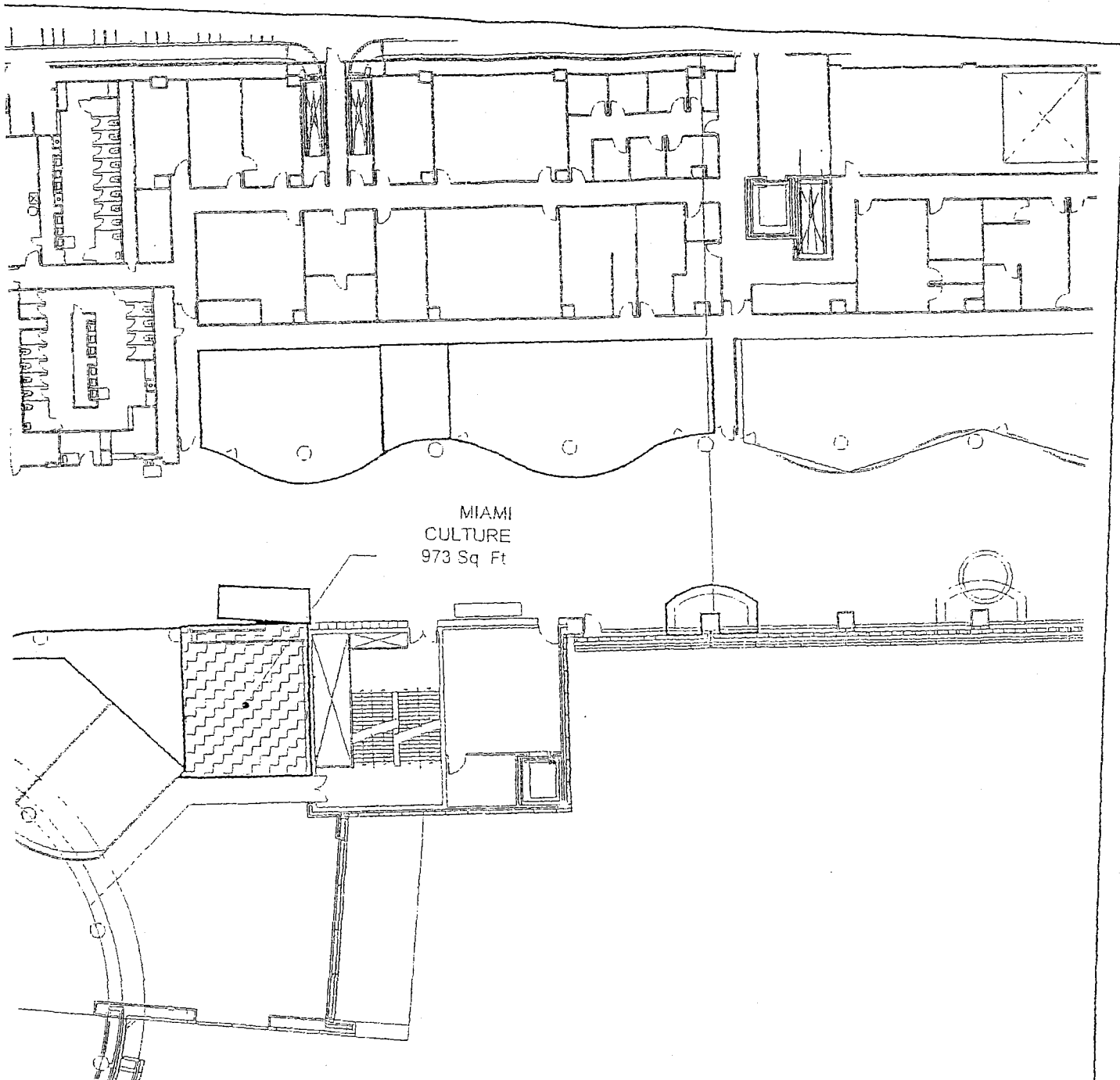
SPACE CLASS
SPECIALTY
RETAIL

SQ. FT.
174

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

220

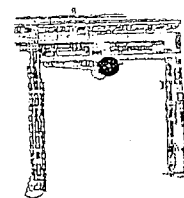
EXHIBIT A



MIAMI
CULTURE
973 Sq Ft



SECOND LEVEL



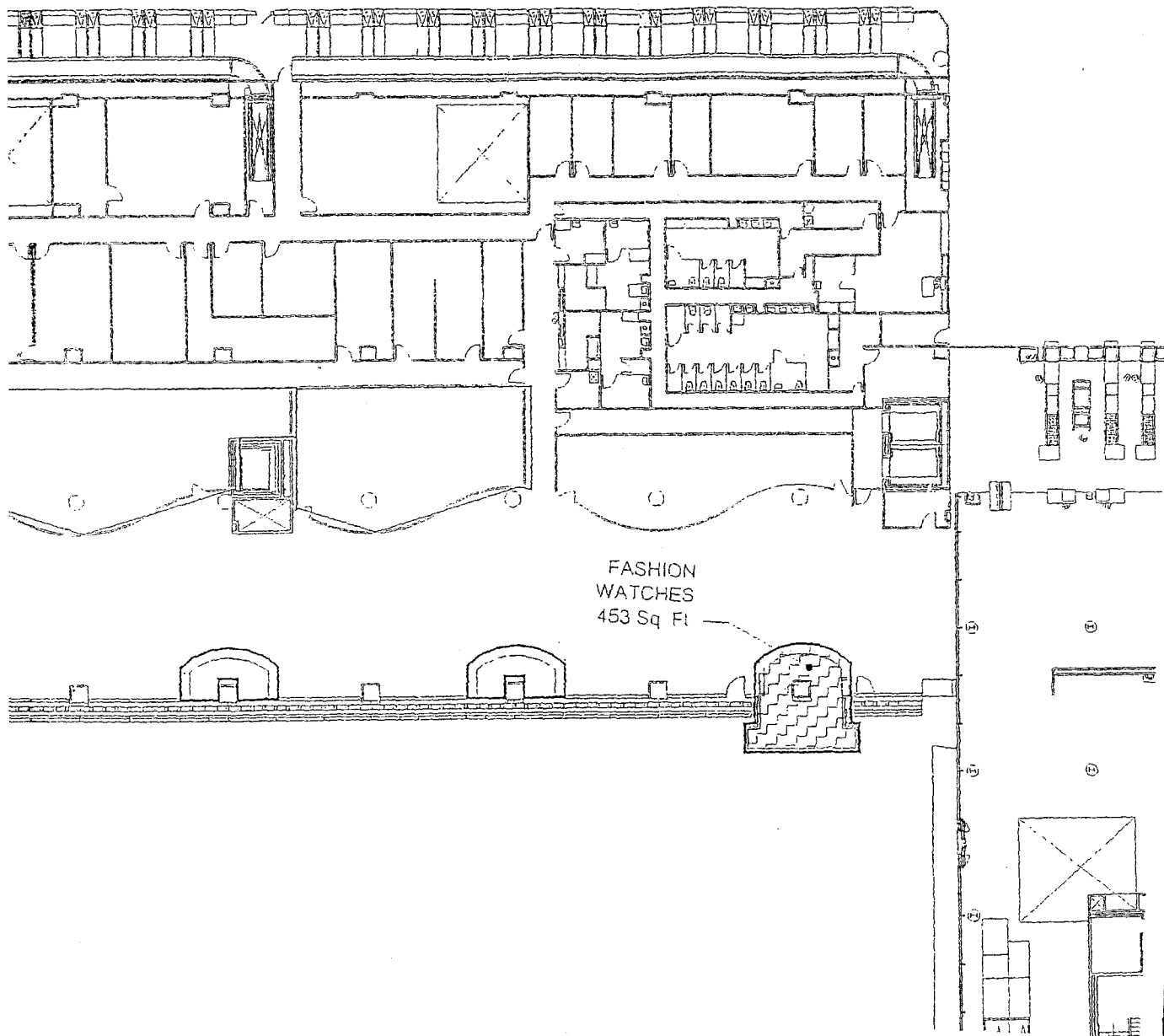
KEY MAP

DE	SPACE CLASS	SQ. FT.
71	SPECIALTY RETAIL	973

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

221

EXHIBIT A



SECOND LEVEL

DE SPACE CLASS

SQ. FT.

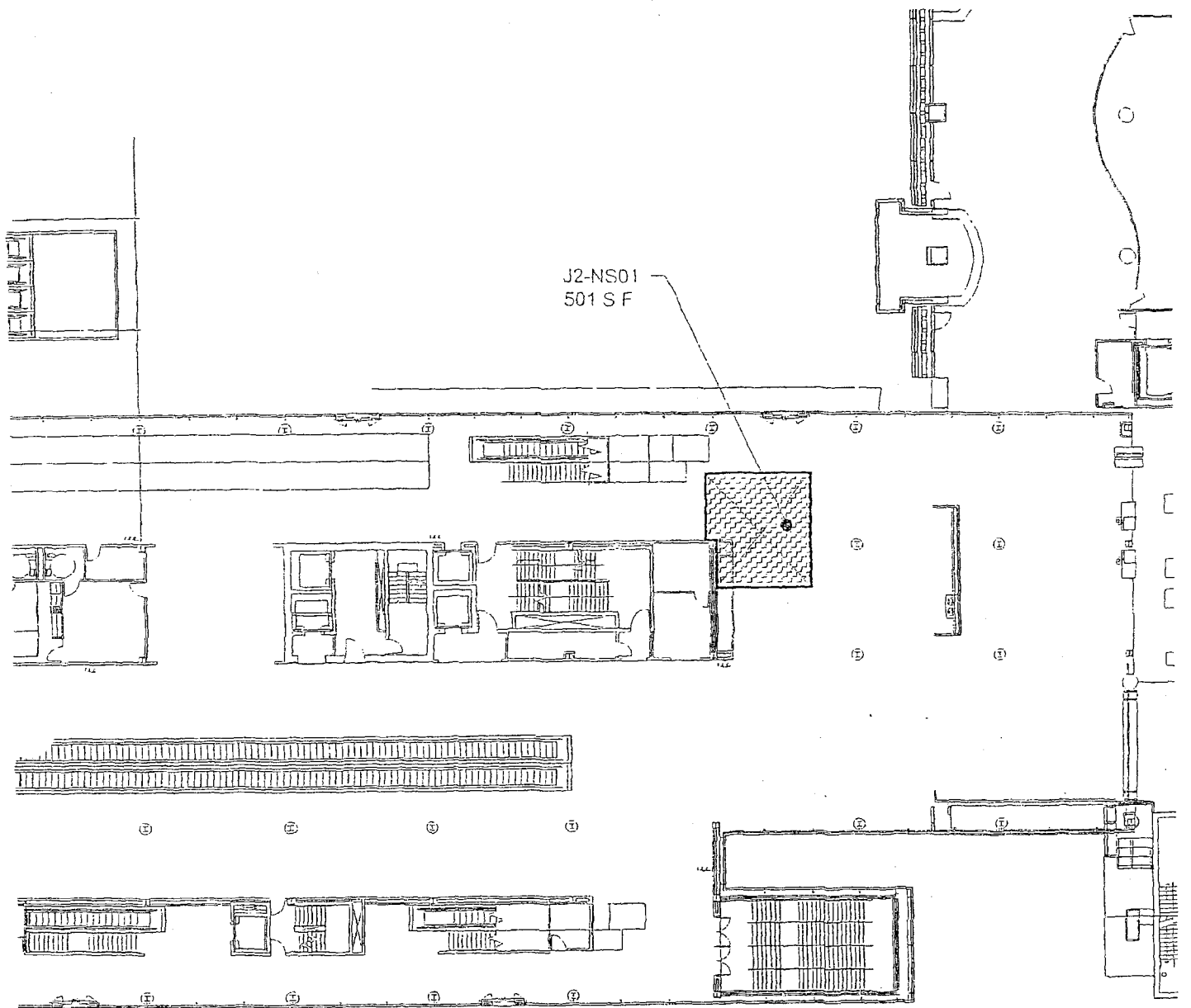
SPECIALTY
RETAIL

453

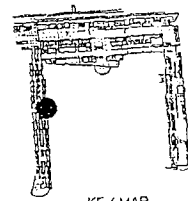
MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

222


EXHIBIT A



SOUTH TERMINAL DEVELOPMENT
SECOND LEVEL



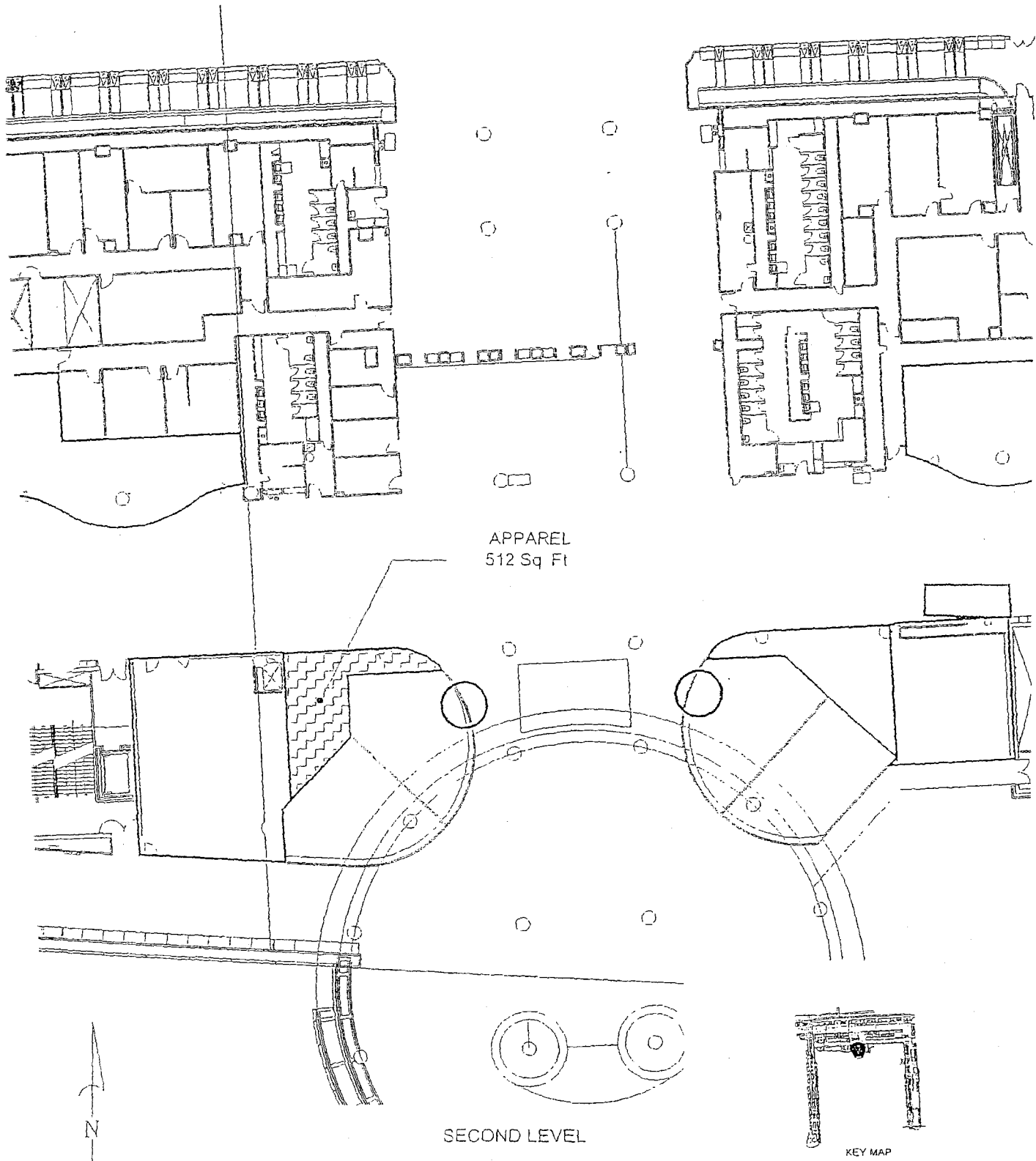
KEY MAP

CODE	SPACE CLASS	SQ. FT.
	NEWSSTAND	501

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

223

EXHIBIT A

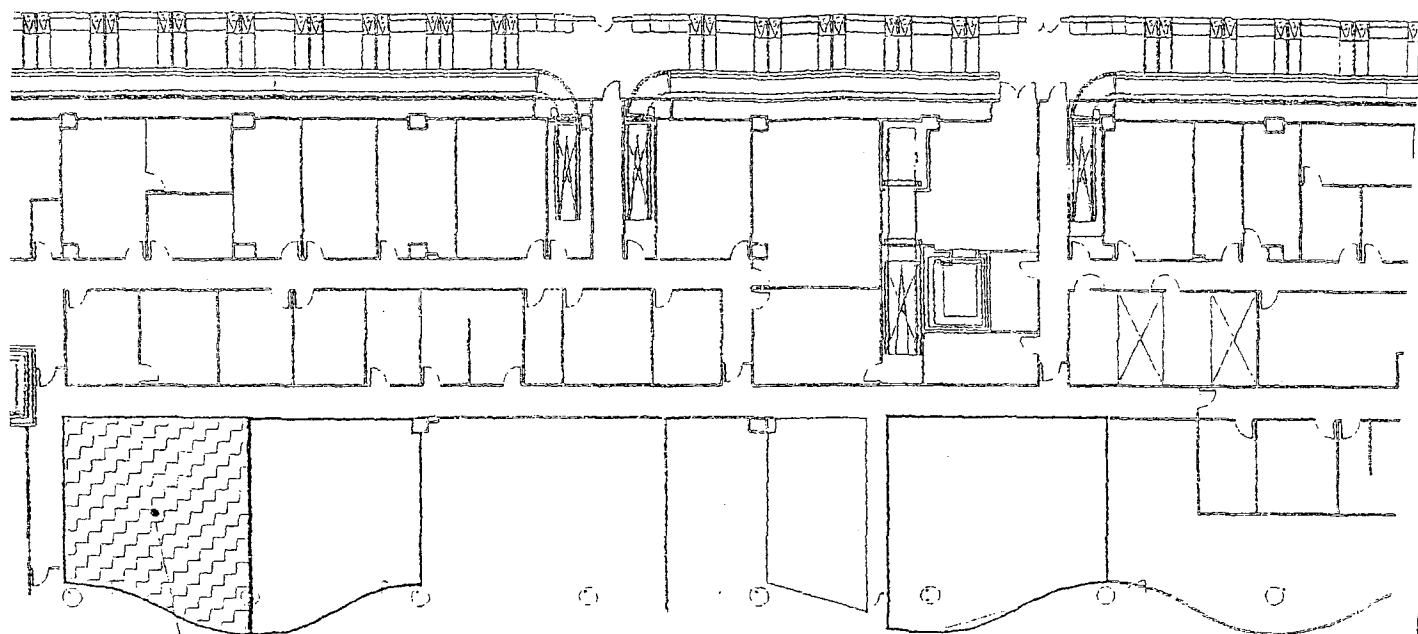


DE	SPACE CLASS	SQ. FT
7	SPECIALTY RETAIL	512

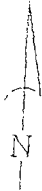
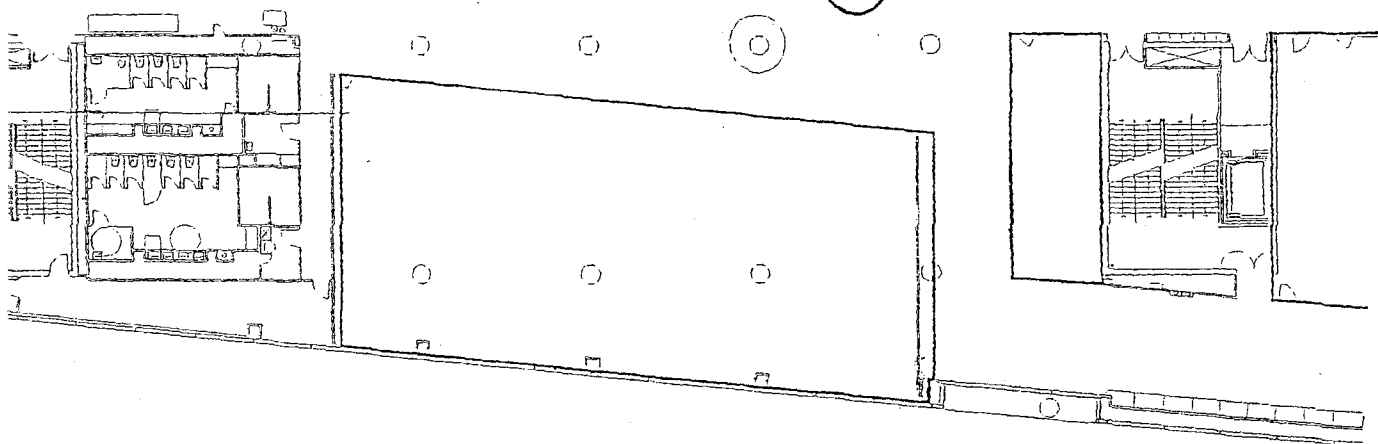
MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

224

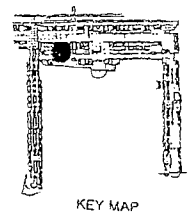
EXHIBIT A



FASHION
WATCHES
1,046 Sq. Ft.



SECOND LEVEL



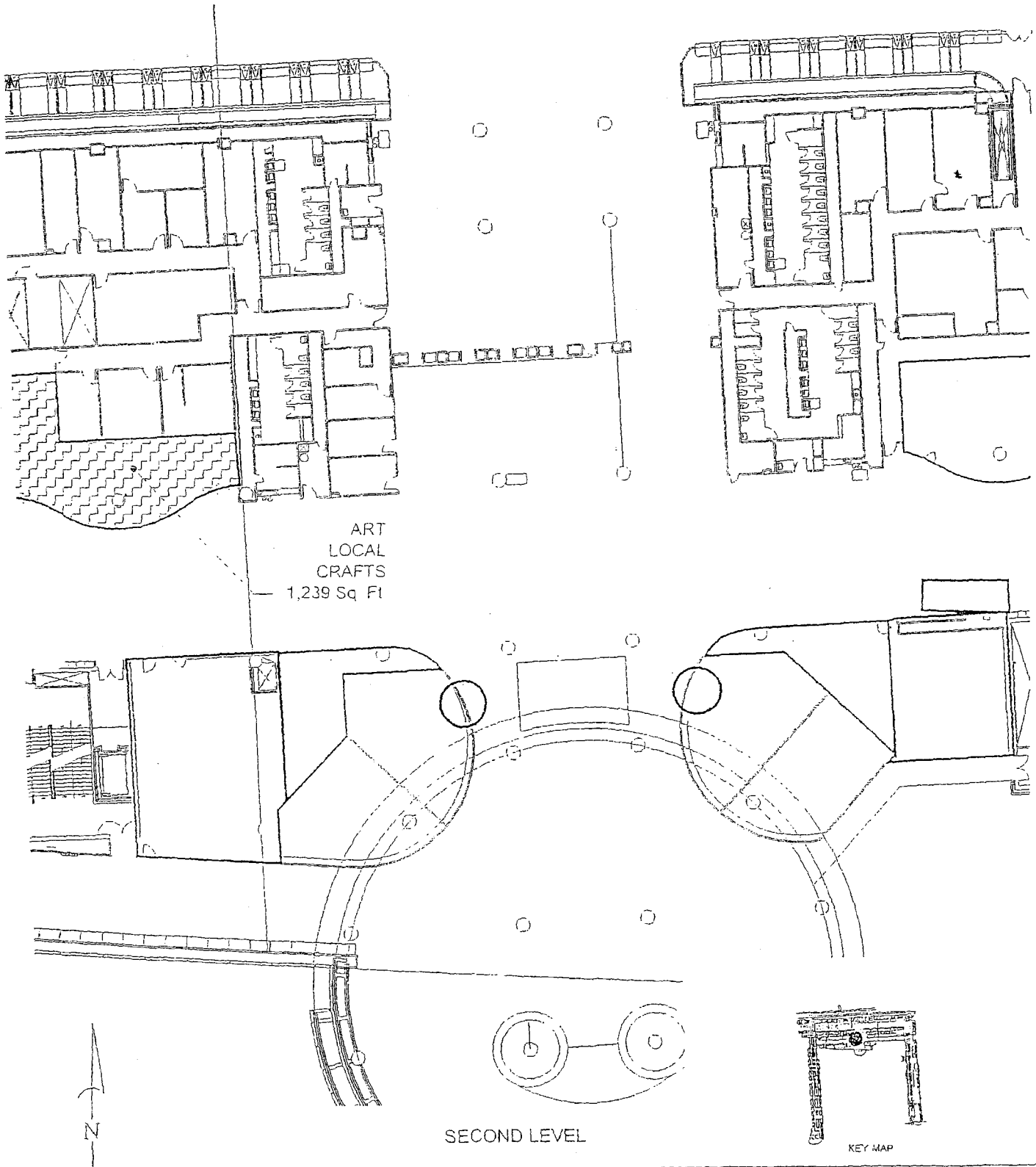
KEY MAP

DE	SPACE CLASS	SQ. FT.
	SPECIALTY RETAIL	1,046

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A

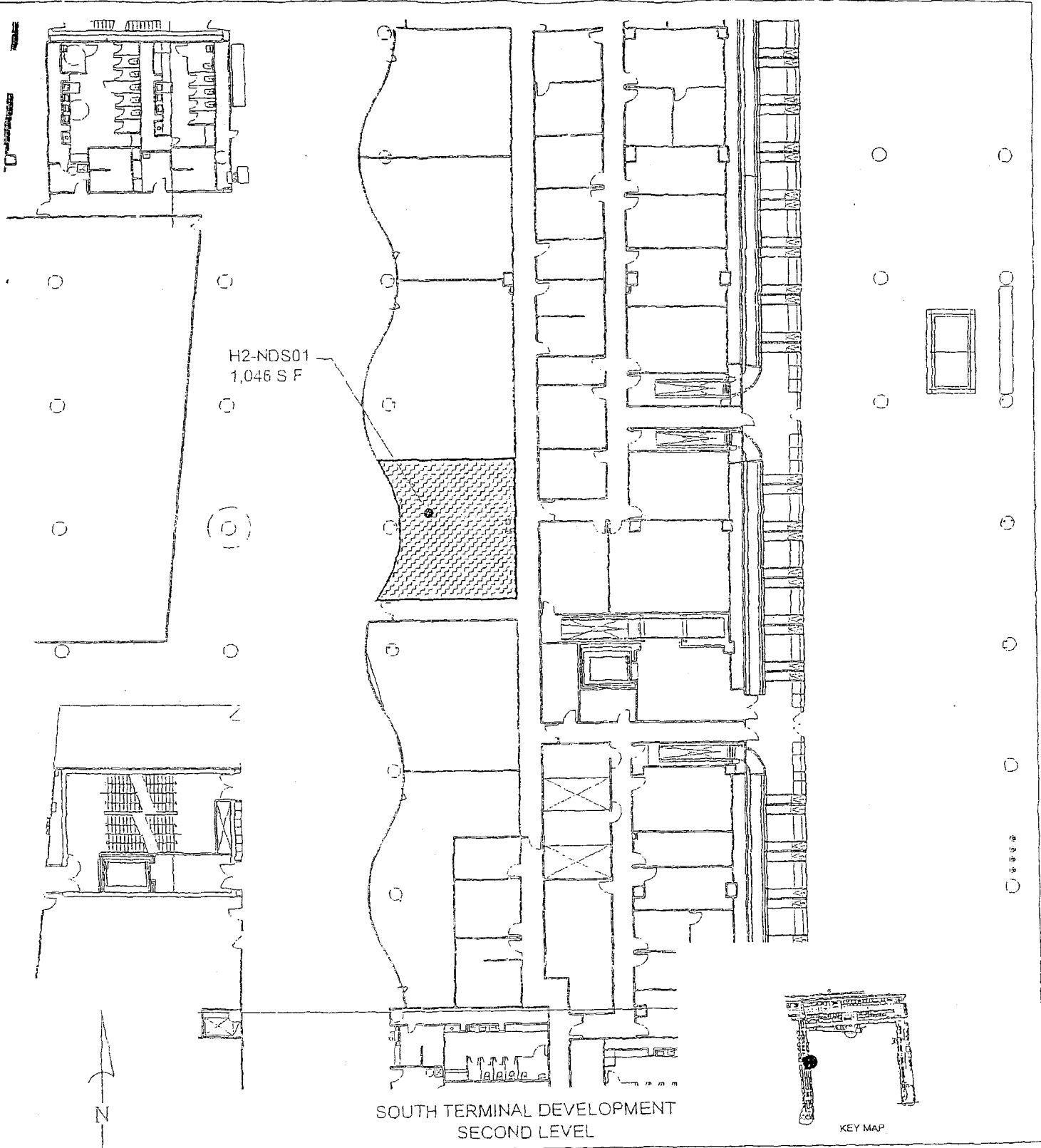


IDE	SPACE CLASS	SQ. FT
-	SPECIALTY RETAIL	1,239

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A



CODE

SPACE CLASS

SQ. FT



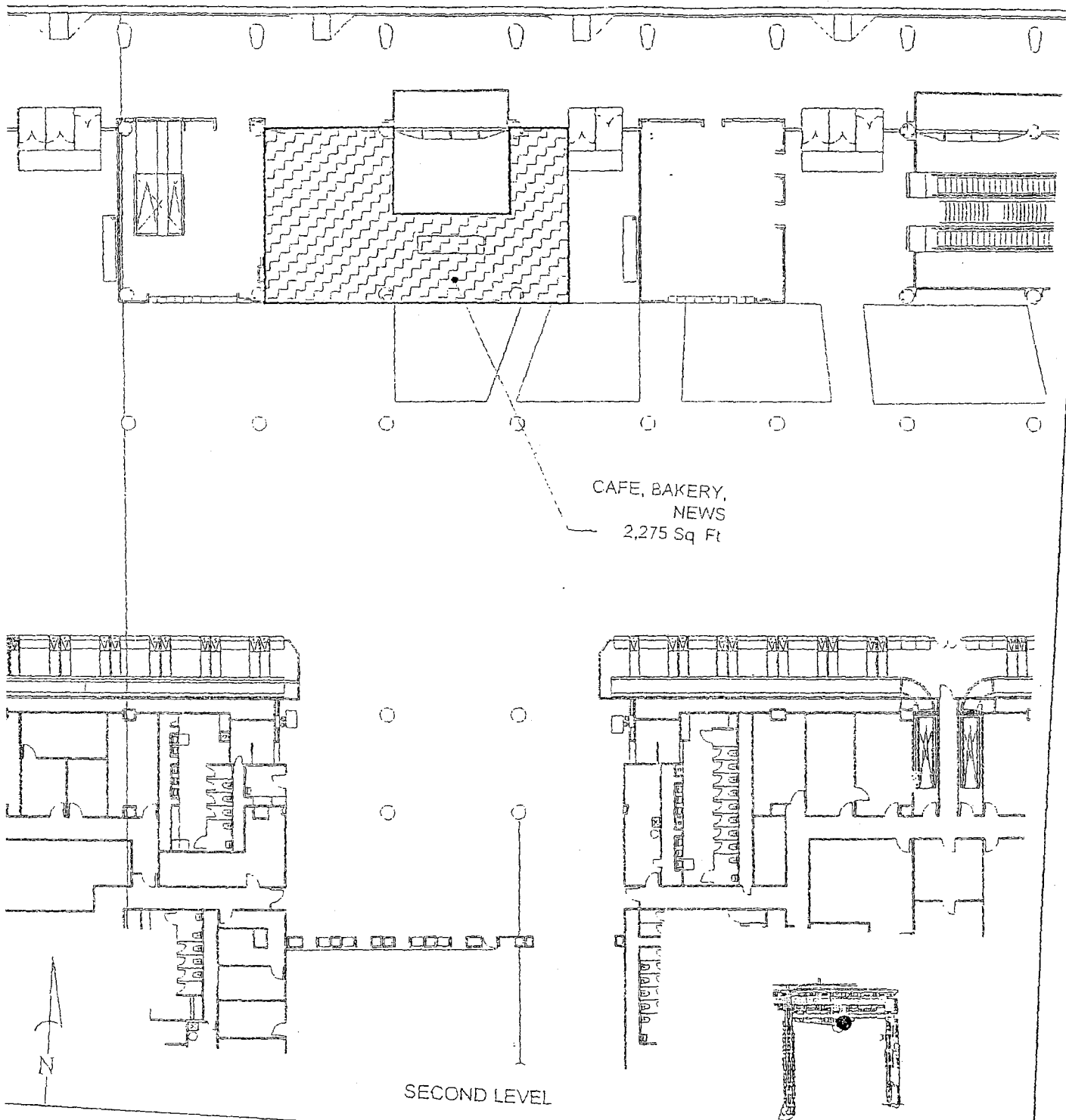
NEWSSTAND

1,046

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A



DE SPACE CLASS

SQ. FT.

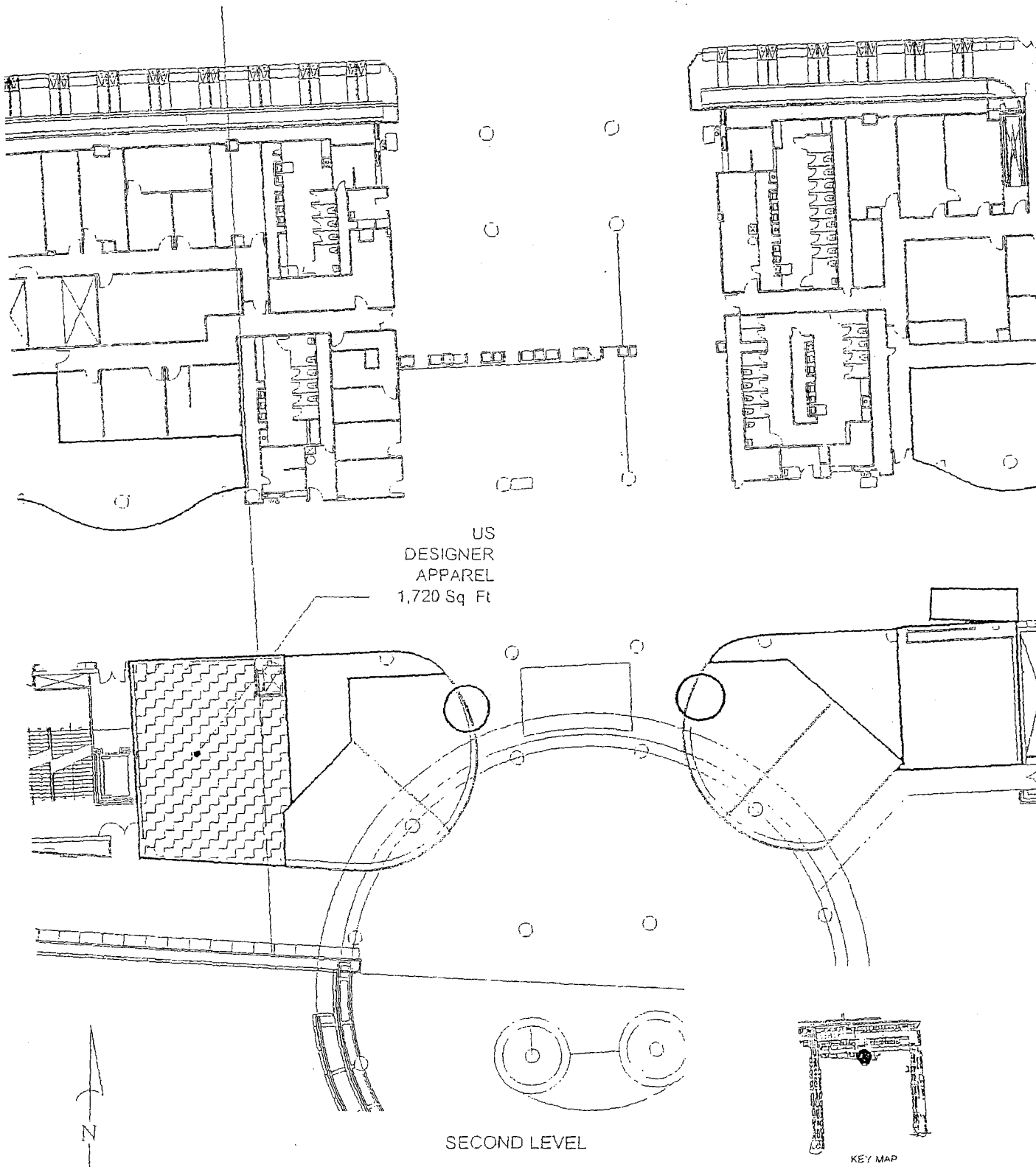
SPECIALTY
RETAIL

2,275

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A

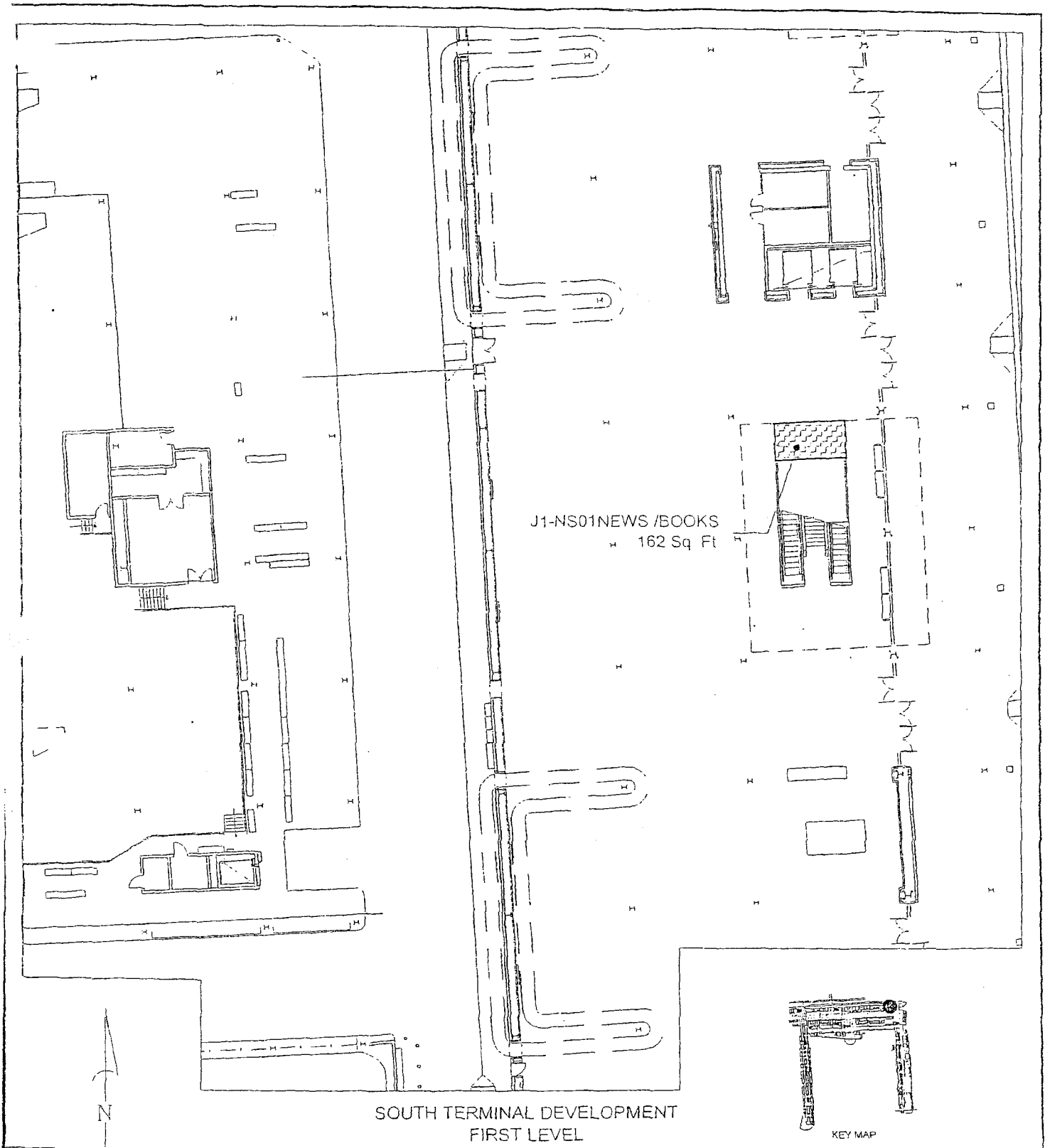


DE	SPACE CLASS	SQ. FT.
F	SPECIALTY RETAIL	1,720


MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A



SOUTH TERMINAL DEVELOPMENT
FIRST LEVEL

CODE	SPACE CLASS	SQ. FT.
	NEWS & BOOKS	162

MIAMI-DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

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EXHIBIT A